

**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR PROPOSALS RFP-2019-DPHS-14-EDUCA

FOR

EDUCATIONIAL RESOURCES
AND
DEAF MENTORSHIP ACTIVITIES

June 22, 2018



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New Hampshire Department of Health and Human Services
Educational Resources and Deaf Mentorship Activities

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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals is published to solicit proposals from Vendors to provide educational resources and deaf mentorship activities to families with an infant or young child who has a suspected or confirmed hearing loss in order to improve language development for their infant and child.

Qualified Vendors must be a family organization that provides information, education and/or peer support to families with children and youth and has an understanding of hearing loss.

The Department recognizes that the selected vendor may choose to use subcontractors with greater expertise to perform certain services and/or functions for efficiency or convenience. (See Section 6.9 and Section 7.3.5 for detailed requirements should the selected vendor propose to use subcontractors).

1.2. Request for Proposal Terminology

Bidder – Organization submitting a proposal in response to the RFP

DHHS – Department of Health and Human Services

RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

SFY – State Fiscal Year, a term that begins July 1 and ends June 30

Vendor - Contractor

1.3. Contract Period

The Contract resulting from this RFP will be effective August 22, 2018 or upon Governor & Executive Council approval, whichever is later through March 31, 2020.

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.



2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire Department of Health and Human Services

The earliest possible identification of infant hearing loss has been endorsed as critical for the development of language. Estimates for the average age of diagnosis of hearing loss in infants and children range from 14 months to around three years. This delay of diagnosis is significant in terms of time lost for rehabilitation and time lost during the optimal period of brain development in the infant and young child for language acquisition, spoken or signed or both. Estimates based on emerging data from state newborn hearing screening program place the estimate of congenital hearing loss as two (2) to three (3) per 1,000 live births. This data does not include children who are born with normal hearing but have late-onset or progressive hearing loss. Hearing loss often is sufficient to prevent the spontaneous development of spoken language.

In 2016, there were approximately twenty two (22) infants diagnosed as deaf or hard of hearing. It is unknown as to the number of families that would participate in deaf mentorship activities.

3. STATEMENT OF WORK

3.1. Covered Populations

- 3.1.1. The Vendor shall provide services to families identified by the Department with an infant or young child, birth to age three who:
 - 3.1.1.1. Does not pass the newborn hearing screening
 - 3.1.1.2. Is deaf or hard of hearing
 - 3.1.1.3. Is at risk for having hearing loss.

Q1. *What is your experience working with this population?*

3.2. Scope of Services

- 3.2.1. The Vendor shall:
 - 3.2.1.1. Develop educational materials for the Department's Early Hearing Detection and Intervention (EHDI) Program to distribute to newly identified families who have infant or young child that would benefit from early intervention to prevent a delay in the development of language.
 - 3.2.1.1.1. Educational material shall include the following content/ information about but not limited to:
 - 3.2.1.1.1.1. Hearing loss



- 3.2.1.1.1.2. Communication modalities
 - 3.2.1.1.1.3. Deaf culture
 - 3.2.1.1.2. Educational materials would include but not be limited to:
 - 3.2.1.1.2.1. Fact sheets
 - 3.2.1.1.2.2. Flyers
 - 3.2.1.1.2.3. Brochures
 - 3.2.1.1.2.4. Video
 - 3.2.1.1.2.5. Social media
 - 3.2.1.2. Provide educational materials over a span of the first year of the contract.
 - 3.2.1.3. Update educational materials as directed by the Department annually thereafter.
 - 3.2.1.4. Update the 2007 Family Resource Book with content provided by the Department and provide at least twenty five (25) copies of the updated Family Resource Books within the first six months of the contract and then update the Family Resource Book as directed by the Department annually thereafter. (See Appendix G – Family Resource Book)
 - 3.2.1.5. Provide deaf mentorship activities by providing deaf mentors that:
 - 3.2.1.5.1. Provide supportive interactions by communicating with families in a positive manner to help build relationships with families that will support them in the decisions they have made to help their infant or young child with communication development and to cope with managing the emotional stress
 - 3.2.1.5.2. Provide, early on (when families learn about their infant or young child may be suspected of having a hearing loss) family shared experiences, acceptance and lived experience with the types of tools/methods used.
 - 3.2.1.5.3. Work with the family to develop an understanding of the types of supports they might need and determine the frequency of visits.



- 3.2.1.5.4. Work with the family utilizing lessons from the SKI-HI Deaf Mentor Curriculum.
- 3.2.1.5.5. Provide peer to peer experiential support to families in by providing resources, information and guidance for parents in making decisions on types of language and communication options that might work best with their infant or child.
- 3.2.1.5.6. Provide families with options to access deaf mentors statewide such as but not limited to tele-communication and home visits, etc.
- 3.2.1.5.7. Support family's decisions on communication method(s) chosen and provide unbiased information and resources on the family's chosen communication method
- 3.2.1.6. Contact the Department at least once (1) a month for referrals for deaf mentorship supports for infants identified as deaf or hard of hearing.
- 3.2.1.7. Provide information to audiologists and early intervention providers about deaf mentorship program and activities.
- 3.2.1.8. Participate in the Department's EHDI Quality Improvement (QI) Committee and Learning Community Meetings that meet at least three (3) times a year and in the Department's quality improvement initiatives as directed by the Department.

- Q2.** *What is your experience working with audiologists and early intervention service providers?*
- Q3.** *What is your experience with deaf mentorship?*
- Q4.** *Provide your proposed plan to provide education materials?*
- Q5.** *Provide your proposed work plan on deaf mentorship activities and how they will be delivered Complete the Department's work plan template – See Appendix F.*



3.3. Staffing and Training

3.3.1. The Vendor shall employ deaf mentor(s) who shall have:

- 3.3.1.1. A bachelor's degree in education or a related field, and four years' professional or paraprofessional experience providing education, sharing resources and supporting families. Each additional year of approved work experience may be substituted for one year of required formal education.
- 3.3.1.2. Fluent in American Sign Language and written English. When contacting a family whose usual language is not English, use of qualified interpreters is expected and required.
- 3.3.1.3. Experience with children ages birth to three.
- 3.3.1.4. Experience in deaf culture.
- 3.3.1.5. Sensitivity when addressing complex cultural, emotional and financial issues with families.
- 3.3.1.6. An understanding of the impact of a child with hearing loss.
- 3.3.1.7. Training for all staff in confidentiality of information and records pursuant to all state rules and state and federal laws, including but not limited to HIPAA, and 42 CFR Part 2.

3.3.2. New Hires

- 3.3.2.1. The Contractor shall notify the Department in writing within one month of hire when a new administrator, clinical coordinator, or any staff person essential to carrying out contracted services is hired to work in the program. A resume of the employee shall accompany the aforesaid notification.

3.3.3. Vacancies

- 3.3.3.1. The Contractor must notify the Department in writing if any critical position is vacant for more than one month, or there is not have adequate staffing to perform all required services for more than one month.
- 3.3.3.2. Before an agency hires new program personnel that do not meet the required staff qualifications, the agency shall notify the Department in writing requesting a waiver of the applicable staffing requirements. The Section may grant waivers based on the need of the program, individuals' experience, and additional training.



Q6. *Provide your proposed staffing plan to provide all services required in this RFP.*

3.3.4. Training

3.3.4.1. Ensure that deaf mentors attend meetings and trainings required by the Department.

3.3.4.2. Ensure that deaf mentors complete a training program using the deaf curriculum from the SKI-HI or comparable training program within the first year of the contract. Provide proof that the training was completed.

Q7. *Provide your proposed staff training and development plan.*

3.4. Reporting

3.4.1. The Vendor will ensure that any client data included in any report will be de-identified and in aggregate format as required by all state rules, and state and federal law.

3.4.2. Vendor will have contracts in place with any contractor or subcontract that includes as a requirement of that contract that the contractor or subcontractor ensure through policy and procedures that any client data included in any report will be de-identified and in aggregate format as required by all state rule and state and federal law, and will not be re-disclosed without express consent of the family or as allowed by state rules, or state and federal law.

3.4.3. The Vendor must provide annually (April through March) a report to the Department no later than the ninety (90) days following year end by reporting on their work plan utilizing the Department's template which shall include, but not be limited to:

3.4.3.1. Progress of program activities.

3.4.3.2. Educational Materials developed.

3.4.3.3. Brief narrative identifying barriers experienced by the vendor.

3.4.3.4. Plan to address identified barriers.

3.4.4. Annually submit an updated work plan identifying how performance measures will be achieved.

3.4.5. Report the number of Vendor's staff and type of training the staff attended.



3.5. Performance Measures

- 3.5.1. Ninety percent (90%) of families identified by the Department with infants or young children as being or suspected of being deaf or hard of hearing are offered and participate in deaf mentorship activities, annually.
 - 3.5.1.1. Goal: Families were offered and provided documentation about deaf mentorship activities.
 - 3.5.1.2. Definition
 - 3.5.1.2.1. Numerator: The number of families who were offered and participated in deaf mentorship activities.
 - 3.5.1.2.2. Denominator: The number of families whose infant was diagnosed with a hearing loss within the past 12 months.
 - 3.5.1.2.3. Data Source: contractor records that track the scope of work, and Department's EHDI Program Data System
- 3.5.2. Attend hundred percent (100%) of the Department's Quality Improvement and Learning Community Meetings, annually.
 - 3.5.2.1. Goal: Ensure the deaf mentor attends and provides input during EHDI Program Quality Improvement meetings and learning community meetings.
 - 3.5.2.2. Definition:
 - 3.5.2.2.1. Numerator: The number of scheduled EHDI Program Quality improvement meetings and learning community meetings held within the last 12 months that the family organization participated in.
 - 3.5.2.2.2. Denominator: The number of d EHDI Program Quality Improvement meetings and learning community meetings held within the last 12 months.
 - 3.5.2.2.3. Data Source: Contractor Records that track this work.

Q8. *How will you meet or exceed these performance measures?*



3.6. Information Security and Privacy

- 3.6.1. The Vendor shall comply with Appendix B, Exhibit I Health Insurance Portability Business Associate Agreement, and Exhibit K DHHS Information Security Requirements.
- 3.6.2. The Vendor shall also maintain confidentiality of information.

3.7. Culturally and Linguistically Appropriate Standards

- 3.7.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 3.7.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 3.7.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.



- 3.7.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 3.7.5. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.7.6. Successful applicants will be:
 - 3.7.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
 - 3.7.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 3.7.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 3.7.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 3.7.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 3.7.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;



- 3.7.7.4. The resources available to the organization to provide language assistance.
- 3.7.7.5. **Bidders are required to complete the TWO (2) steps listed in the Appendix D to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.
- 3.7.8. For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website.
<http://www.dhhs.nh.gov/business/forms.htm>.

3.8. Contract Monitoring Provisions

- 3.8.1. All Bidders must complete Appendix E Contract Monitoring Provisions.
- 3.8.2. The Department will determine if enhanced monitoring is necessary for any selected Vendor(s).



4. FINANCE

4.1. Financial Standards

This project is funded with federal funds. Access to federal funds is dependent upon meeting the requirements of the Catalog for Domestic Assistance (CFDA) #93.251 US; Department of Health and Human Services, Health Resources and Services Administration (HRSA) (www.cfda.gov).

The Department anticipates a ceiling amount of funding available through the above named grant in the amount of \$48,750 per year (G&C approval through March 2019 and April 2019 through March 2020).

5. PROPOSAL EVALUATION

5.1. Technical Proposal

5.1.1. Experience (Q1, Q2 and Q3)	100 Points
5.1.2. Proposed Plans (Q4, Q5, and Q8)	150 Points
5.1.3. Staffing (Q6 and Q7)	75 Points
5.1.4.	

5.2. Cost Proposal

5.2.1. Budget (Appendix C) & Budget Narrative	75 Points
Total Cost Proposal Points Available	400 Points

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Cathy Cormier
Procurement Coordinator
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: Catherine.cormier@dhhs.nh.gov
Phone: 603-271-9076



Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	June 22, 2018
2.	Mandatory Letter of Intent Submission Deadline	July 10, 2018
3.	RFP Questions Submission Deadline	July 10 2018
4.	DHHS Response to Questions Published	July 12, 2018
5.	Technical and Cost Bids Submission Deadline	July 24, 2018 2:00 pm

6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is Mandatory and must be received by the date and time identified in Section 6.2: Procurement Timetable.”

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder’s designated contact to which DHHS will direct RFP related correspondence.

Proposals submitted by entities that did not submit a Letter of Intent shall not be considered.



6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. Vendors' Conferences

A Vendors' Conference will not be held.

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable.

Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be sent an email (to the contact identified in accepted Letters of Intent) that the Questions and Answers have been posted on the DHHS Public website. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with RFP-2019-DPHS-14-EDUCA.



Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.



6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

The content of a bidder's Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of the contents of its Proposal, other than to the State, will be grounds for disqualification at the State's sole discretion.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.



6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.



6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.



- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.
- 7.1.2. Presentation
 - 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
 - 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
 - 7.1.2.3. Major sections of the Proposal separated by tabs.
 - 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
 - 7.1.2.5. Font size of 10 or larger.
- 7.1.3. Technical Proposal
 - 7.1.3.1. Original in 3 ring binder marked as "Original."
 - 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
 - 7.1.3.3. 3 copies in bound format marked as "Copy."
 - 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
 - 7.1.3.5. Front cover labeled with:
 - 7.1.3.5.1. Name of company / organization;



- 7.1.3.5.2. RFP#; and
 - 7.1.3.5.3. Technical Proposal.
 - 7.1.4. Cost Proposal
 - 7.1.4.1. Original in 3 ring binder marked as “Original.”
 - 7.1.4.2. A copy of the Transmittal Letter marked as “Copy” as the first page of the Cost Proposal.
 - 7.1.4.3. 3 copies in bound format marked as “Copy.”
 - 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked “Original” will control.
 - 7.1.4.5. Front cover labeled with:
 - 7.1.4.5.1. Name of company / organization;
 - 7.1.4.5.2. RFP#; and
 - 7.1.4.5.3. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section. Each of these components must be separate from the others and uniquely identified with labeled tabs.

7.2.2. Technical Proposal Contents – Detail

- 7.2.2.1. Transmittal Cover Letter. The Transmittal Cover Letter must be:
 - 7.2.2.1.1. On the Bidding company’s letterhead;
 - 7.2.2.1.2. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
 - 7.2.2.1.3. Contain the following:
 - 7.2.2.1.3.1. Identify the submitting organization;
 - 7.2.2.1.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;



- 7.2.2.1.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
- 7.2.2.1.3.4. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
- 7.2.2.1.3.5. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
- 7.2.2.1.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
- 7.2.2.1.3.7. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
- 7.2.2.1.3.8. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
- 7.2.2.1.3.9. Date Proposal was submitted; and
- 7.2.2.1.3.10. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary The Bidder shall submit an executive summary to:

- 7.2.2.3.1. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;



- 7.2.2.3.2. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 7.2.2.3.3. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.2.3.4. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- 7.2.2.5.1. At a minimum respond to:
 - 7.2.2.5.1.1. General company overview;
 - 7.2.2.5.1.2. Ownership and subsidiaries;
 - 7.2.2.5.1.3. Company background and primary lines of business;
 - 7.2.2.5.1.4. Number of employees;
 - 7.2.2.5.1.5. Headquarters and Satellite Locations;
 - 7.2.2.5.1.6. Current project commitments;
 - 7.2.2.5.1.7. Major government and private sector clients; and
 - 7.2.2.5.1.8. Mission Statement.
- 7.2.2.5.2. This section must include information on:



- 7.2.2.5.2.1. The programs and activities of the organization;
 - 7.2.2.5.2.2. The number of people served; and
 - 7.2.2.5.2.3. Programmatic accomplishments.
 - 7.2.2.5.3. And also include:
 - 7.2.2.5.3.1. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - 7.2.2.5.3.2. All strengths that are considered an asset to the program.
 - 7.2.2.5.4. The Bidder should demonstrate:
 - 7.2.2.5.4.1. The length, depth, and applicability of all prior experience in providing the requested services;
 - 7.2.2.5.4.2. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.
- 7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

 - 7.2.2.6.1. Name, address, telephone number, and website of the customer;
 - 7.2.2.6.2. A description of the work performed under each contract;
 - 7.2.2.6.3. A description of the nature of the relationship between the Bidder and the customer;
 - 7.2.2.6.4. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
 - 7.2.2.6.5. Dates of performance.
- 7.2.2.7. Staffing and Resumes



Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

7.2.2.11.1. Bidders Information and Declarations:
Exceptions to Terms and Conditions, Appendix A

7.2.2.11.2. CLAS Requirements, Appendix D

7.2.2.11.3. Contract Monitoring Provisions, Appendix E,
pages 3 and 4

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements



Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- 7.2.3.2.1. Opinion of Certified Public Accountant
- 7.2.3.2.2. Balance Sheet
- 7.2.3.2.3. Income Statement
- 7.2.3.2.4. Statement of Cash Flow
- 7.2.3.2.5. Statement of Stockholder's Equity of Fund Balance
- 7.2.3.2.6. Complete Financial Notes
- 7.2.3.2.7. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:



7.2.3.2.8. Uncertified financial statements; and

7.2.3.2.9. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

7.2.3.3.1. Budget, Appendix C

7.2.3.3.2. Budget Narrative

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder shall agree to contractual requirements as set forth in the Appendix B Sample Contract.

8.1.2. Liquidated Damages

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.



The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – Budget

9.4. Appendix D – CLAS Requirements

9.5. Appendix E – Contract Monitoring Provisions

9.6. Appendix F – Work Plan

9.7. Appendix G – Family Resource Book

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>)			
By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>)			
By:		On:	
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>)			
By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS **US DEPARTMENT OF EDUCATION - CONTRACTORS** **US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Appendix B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:

**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
 WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Appendix B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: _____

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: _____

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

**Exhibit I**

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Date

Name:
Title:

Appendix B

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements****A. Definitions**

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services**Exhibit K****DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name:

Budget Request for:

(Name of RFP)

Budget Period:

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Indirect As A Percent of Direct

#DIV/0!

APPENDIX D

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX D

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website:

<http://www.dhhs.nh.gov/business/index.htm>

APPENDIX D

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

APPENDIX D

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
<ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
<ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX D

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language assistance to LEP persons, if needed)	Yes	No

APPENDIX D

In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)		
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS		
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No
6. MONITORING OF SERVICES PROVIDED		
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No

By signing and submitting this attachment to RFP# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.

APPENDIX D

- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

Appendix E Contract Monitoring Provisions

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), Requests for Applications (RFAs) or Requests for Information (RFIs) must complete and return pages 3 & 4 of Appendix E, as a required attachment.

1. Definitions

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., UNH, CCSNH).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.330](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
 - 1.3.1. Determines who is eligible to receive what Federal assistance;
 - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 1.3.3. Has responsibility for programmatic decision making;
 - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.330](#), characteristics indicative of a contractor are when the vendor:
 - 1.4.1. Provides the goods and services within normal business operations;
 - 1.4.2. Provides similar goods or services to many different purchasers;
 - 1.4.3. Normally operates in a competitive environment;
 - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. Vendor Identification & Risk Assessment

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.330.
- 2.2. The Department shall complete a risk assessment of all Subrecipients to evaluate their risk of noncompliance with federal and state statutes and regulations as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor risk utilizing multiple factors that include, but are not limited to:
 - 2.3.1. Grant management experience.
 - 2.3.2. Documented history of non-performance or non-compliance.
 - 2.3.3. Audit findings.

Appendix E Contract Monitoring Provisions

- 2.3.4. Recent personnel or system changes.
- 2.3.5. Financial solvency.
- 2.3.6. Adequacy of internal controls.

3. **Contract Monitoring**

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
 - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
 - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
 - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
 - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
 - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
 - 3.2.6. Providing targeted training or technical assistance to vendors.
 - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. **Vendor Disqualification**

- 4.1. The Department reserves the right to disqualify vendors from selection based on the results of the risk assessment described in Section 2, above.
- 4.2. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 3 and 4 of Appendix E, Contract Monitoring.
- 4.3. The Department intends to only disqualify a vendor who poses an unmanageable degree of programmatic or financial risk that, in the Department's opinion, could greatly inhibit the vendor's ability to execute the provisions of the contract.
- 4.4. The Department considers an unmanageable degree of risk to be present when:
 - 4.4.1. The vendor appears to be financially insolvent based on the Department's analysis of the vendor's audited financial statements.
 - 4.4.2. The identified programmatic risks would, in the Department's opinion, severely inhibit the vendor to execute the contract in accordance with the requirements therein.
- 4.5. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

Appendix E Contract Monitoring Provisions

Management Questionnaire

All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), Requests for Applications (RFAs) or Requests for Information (RFIs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract or MOU?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	Will you subcontract any part of the work that will be required under the final contract or MOU to other entities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from DHHS through a contract, MOU, or other legal agreement during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	Based on your understanding of the future requirements of the contract or MOU, will your organization determine whether individuals, institutions, or businesses will be eligible to receive services or financial assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Is your organization a for-profit organization, foreign entity, or foundation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Was your organization incorporated more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Did you have an audit performed in accordance with A-133 (Single Audit) standards for your most recently completed fiscal year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	If you had an audit performed in accordance with A-133 (Single Audit) standards by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12.	Are you aware of any ongoing or pending lawsuits filed against your organization?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract/grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Appendix E Contract Monitoring Provisions

	Question	YES	NO	N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your property management system maintain a description of equipment, acquisition date, funding source, location and condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Does your accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (i.e., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
19.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
20.	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR 200.330 & 331 et. seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
21.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
22.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR 200.300 et seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

I hereby declare that the answers provided in the Management Questionnaire of Appendix E, Contract Monitoring Provisions, are accurate and true to the best of my knowledge.

Signature

Printed Name & Job Title

Date

APPENDIX F

DEPARTMENT OF HEALTH AND HUMAN SERVICES. EDUCATIONAL RESOURCES AND DEAF MENTORSHIP ACTIVITIES WORKPLAN

AGENCY NAME: _____

WORKPLAN COMPLETED BY: _____

INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		Performance Measure #1: Ninety percent (90%) of families identified by the Department with infants or young children as being or suspected of being deaf or hard of hearing are offered and participate in deaf mentorship activities, annually. Contract Year Target: <u>90%</u>	
		Contract Year: _____ NUMERATOR: <u> N/A </u> DENOMINATOR: <u> N/A </u>	
	EVALUATION ACTIVITIES		

**DEPARTMENT OF HEALTH AND HUMAN SERVICES.
EDUCATION RESOURCES AND DEAF MENTORSHIP ACTIVITIES
WORKPLAN**

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APPENDIX F

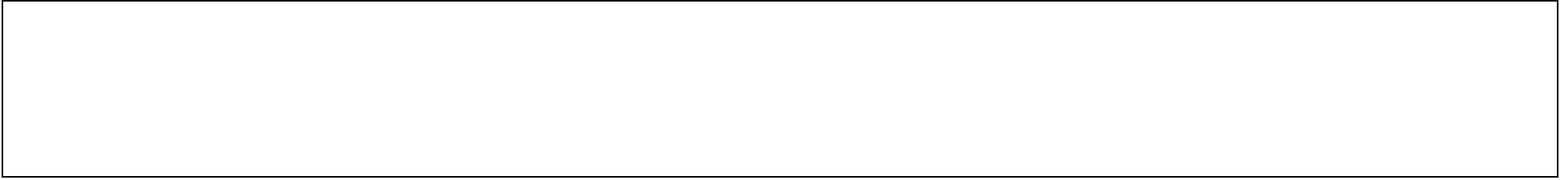
DEPARTMENT OF HEALTH AND HUMAN SERVICES. EDUCATIONIAL RESOURCES AND DEAF MENTORSHIP ACTIVITIES WORKPLAN

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INPUTS/RESOURCES	ACTIVITIES	PERFORMANCE MEASURE (OUTPUT)	PRIORITY OUTCOMES (GOAL)
		Performance Measure #2: Attend hundred percent (100%) of the Department's Quality Improvement Meetings, annually Contract Year Target: <u>100%</u>	
		Contract Year: _____ NUMERATOR: _____ DENOMINATOR: _____	
	EVALUATION ACTIVITIES		

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WORKPLAN PERFORMANCE OUTCOME (To be completed at end of the contract period)	
<p><u>PM #2:</u></p> <p> <input type="checkbox"/> Target Met <input type="checkbox"/> Target Not Met </p> <p>Narrative: <i>Describe any related activities associated with this measure (i.e. what happened during the year)</i></p> <p>Proposed Improvement Plan (Required if target not met): <i>Explain what your agency will do (differently) to achieve target/objective for the following contract period.</i></p> <p> <input type="checkbox"/> Revised Workplan Attached (Please check if workplan has been revised) </p>	



ATTACHMENT #1

FAMILY RESOURCE BOOK FOR CHILDREN WHO ARE DEAF OR HARD OF HEARING

Family Resource Book

*for Children who are
Deaf or Hard of Hearing*



Developed by members of the Advisory Committee of the
New Hampshire Early Hearing Detection and Intervention Program

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I. Welcome

To parents of newly diagnosed deaf or hard of hearing children – welcome! We began this journey nine years ago with the discovery that our then 3 year old son had a severe/profound hearing loss. He was fitted with hearing aids when he was 3-1/2 years old. Two months later, we learned our second child had a profound hearing loss.

We both can hear, so having two children who couldn't was initially a huge shock, along with a swirl of other emotions – grief, guilt, and confusion. Many health professionals didn't know that much about hearing loss or where to point us to get help, so we began our journey of finding resources to help our boys.

Now – with this book as a guide – we're hopeful that you as a parent of a newly diagnosed child with hearing loss will find it easier to find resources and get the help you need. There are so many exciting but scary choices that you will make - how to communicate with your child, schooling for your child, assistive devices (like hearing aids, cochlear implants, FM systems) - that all seem overwhelming at first.

We hope this manual helps you in your journey with your child.

– Hugh and Barbara Mellert

II. Using this Book

This Resource Book was written for families with infants or young children identified as deaf or hard of hearing. When you find out that your infant or young child has a hearing loss, you will probably have many questions and concerns. You will meet many people who can offer useful information to you and your family. Take time to talk with them, gather information, and make your decisions based on what is right for your child and your family. You may receive lots of advice, but only you know what is best for you and your family.

We tried to make this information as easy to read as possible. You do not need to read everything at once. Start with the sections you think you can use now. Then keep this book handy to use when you need additional information.

Members of the Advisory Committee of the New Hampshire Department of Health and Human Services, Early Hearing Detection and Intervention (EHDI) Program developed this Resource Book. Parents of children who are deaf or hard of hearing, adults who are deaf or hard of hearing, and professionals who work with children who are deaf or hard of hearing serve on the Advisory Committee.

We would like to thank Ann Tarmey for checking the resources included in this book. She is raising two children, one with a severe hearing loss, and preparing for a master's degree in social work at Smith College.

If you would like more information about the Advisory Committee, would like to attend a meeting, or have comments about the Resource Book, please contact the New Hampshire EHDI Program at 800-852-3345, extension 1037.

New Hampshire Early Hearing Detection and Intervention (EHDI) Program

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Many thanks to the dedicated committee members for their enthusiasm and hard work in developing this resource book for families.

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III. Audiologic Testing

GETTING STARTED

What does audiologic testing mean?

Since “audio” means related to sound, it is often used in words describing hearing. Audiologic testing means finding out if your child can hear. Audiologic testing is also called audiological assessment or audiological evaluation. Read about testing in the section called “Audiological Tests Used With Children.”

Who does audiologic testing?

An audiologist is a licensed health care professional who tests hearing. Because children who are deaf or hard of hearing need continuing care by their audiologist, it is important to find one that you like and who can work well with your child and your family.

How is audiologic testing done?

The audiologist who tests your child will discuss the results with you. She or he may want to use additional tests. You may be asked to have other health care professionals examine your child. Read about them in the section called “Professionals Serving Children who are Deaf or Hard of Hearing.”

A parent story: *Molly, a new parent, recalls, “After the nurse told me that Jake needed to have a hearing test, I was frantic! How could anything be wrong with my beautiful baby? The nurse said that some of the babies sent for hearing tests can hear and some cannot, but testing is the only way to know if Jake can hear.”*

What happens after audiologic testing?

These test results will be used to plan your child’s care. The audiologist will make recommendations based on the test results, for example, fitting hearing aids. See Section IV for additional information.

AUDIOLOGICAL TESTS USED WITH CHILDREN

Objective Tests: No response is needed from the child.

Auditory Brainstem Response (ABR): This test is often used to evaluate hearing of infants and young children. Sensors are placed on the infant’s head to measure a response to sound delivered to the ear by an earphone. The infant must be sleeping during the test since movement interferes with the results. This is one of two tests used by newborn hearing screening programs.

Otoacoustic Emissions (OAE): A miniature earphone and microphone are placed in the ear, sounds are played and a response is measured. If a child hears normally, an echo comes back into the ear canal and the microphone picks it up. This is one of two tests used by newborn hearing screening programs.

Impedance Audiometry (Tympanogram): This is **not** a test of hearing but a measure of middle ear functioning. It helps determine what might be causing a hearing loss. The health care provider can use this information to determine whether a middle ear problem, possibly needing medical treatment, exists.

Subjective Tests: A response is needed from the child.

Visual Reinforcement Audiometry: This test examines the child's responses to sound by providing a visual reinforcer with the sound. The sounds may be given through speakers or earphones. This test is often used for children between six months and two years of age.

Conditioned Play Audiometry: The audiologist teaches the child to respond with an action whenever a sound is heard. The child may learn to put a block in a bucket, a ring on a peg, or a piece in a puzzle every time a sound is heard.

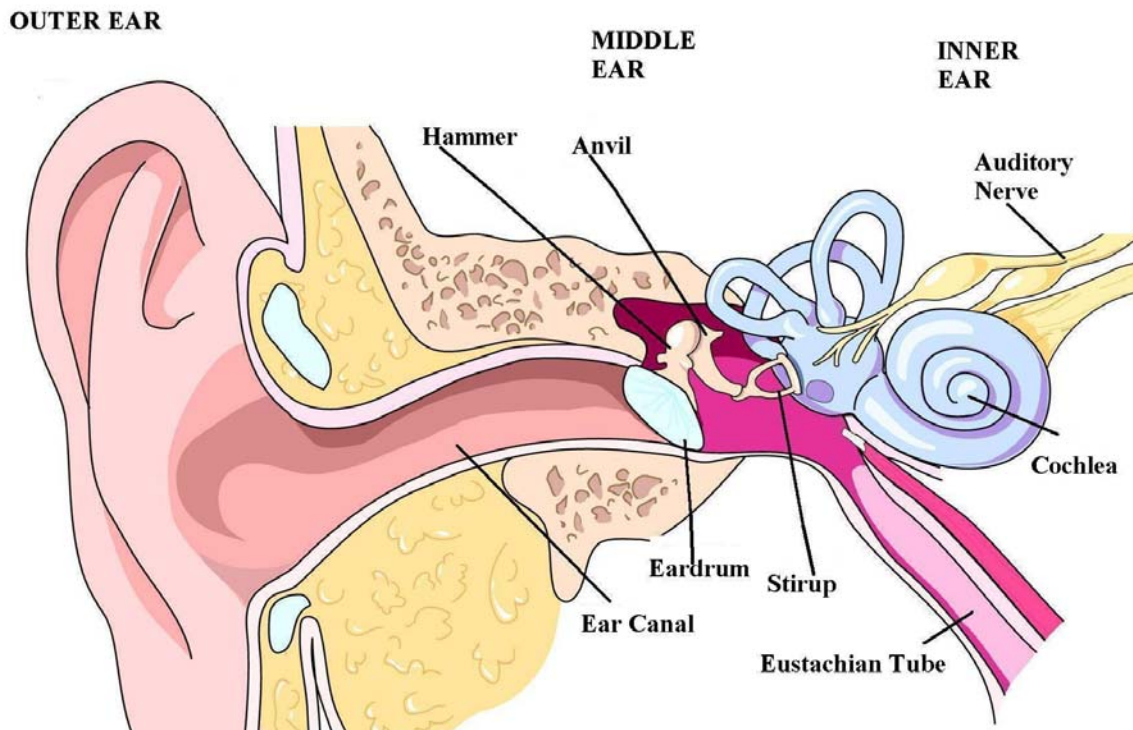
What Is An Audiogram?

The audiologist will measure your child's hearing and plot a graph called an audiogram. An audiogram shows the softest sounds that a person can hear at different pitches. Depending on the age of your child and the tests used, it may take several visits to obtain a complete audiogram.

Hearing is tested using earphones or loudspeakers. These send sounds to the ear canal and through the middle ear to reach the inner ear. This is known as air conduction testing. If air conduction testing shows a hearing loss, another device, a bone vibrator, is placed behind the ear to send sounds directly to the inner ear. The sound bypasses the ear canal and middle ear.

With conductive hearing loss, sounds can be heard at softer levels with the bone vibrator than with the earphone. With sensorineural hearing loss, sounds will be heard at similar levels through both devices. The audiologist will show you your child's audiogram and explain his/her hearing loss.

Parts of the Ear



TYPES OF HEARING LOSS

Conductive Hearing Loss

If a hearing problem occurs in the external or middle ear, a *conductive hearing loss* exists. This means sound does not get to the inner ear. Common causes of conductive hearing loss include wax in the external ear, fluid in the middle ear, or a hole in the eardrum. Most types of conductive hearing loss can be treated medically or surgically.

Sensorineural Hearing Loss

If a hearing problem occurs in the inner ear, a *sensorineural hearing loss* exists. Sensorineural hearing loss in young children may be caused by certain prenatal infections, lack of oxygen during birth, or genetic factors. Sensorineural hearing loss usually cannot be treated medically or surgically, but hearing aids or other amplifying systems can help children hear, and develop speech and language.

Mixed Hearing Loss

Children with sensorineural hearing loss also can develop middle ear problems (such as fluid in the middle ear). This can make the infant's hearing loss worse. A combination of the two problems, sensorineural and conductive hearing loss, is known as a mixed hearing loss.

Degree of Hearing Loss

An audiologist will decide if your child's hearing loss is sensorineural or conductive by looking at the audiogram. The loudness of sound is measured in units called a decibel (dB).

Description of Hearing Loss

Category	Decibel Level	What it means for your child
Slight or minimal loss	16 dB to 25 dB	Hears vowel sounds clearly, but might miss some consonant sounds.
Mild loss	26 dB to 40 dB	Hears only some of the speech sounds.
Moderate loss	41 dB to 55 dB	Hears few speech sounds at a normal speaking level.
Moderate/Severe loss	56 dB to 70 dB	Hears no speech sounds at a normal speaking level.
Severe loss	71 dB to 90 dB	Hears no speech and almost no other sound.
Profound loss	91 dB or more	Hears no speech and no other sound.

PROFESSIONALS SERVING CHILDREN WITH HEARING LOSS

Audiologist: This is a licensed health care professional that diagnoses, treats and manages the care of people with hearing loss or balance problems. The audiologist offers treatment options depending on the test results. Audiologists provide hearing aids and other amplifying devices to try to improve access to spoken language. An audiologist may know about community resources for children who are deaf or hard of hearing.

Clinical Geneticist: This is a physician who identifies and cares for people with genetic conditions.

Genetic Counselor: This is a certified medical professional who provides education, counseling and support to families with known or suspected inherited traits.

Hearing Aid Dispenser: This is a person who is licensed in New Hampshire to sell and service hearing aids.

Otolaryngologist / Ear, Nose and Throat Physician: This is a medical doctor who focuses on problems of the ear, nose, and throat.

Neurotologist / Otologist: This is a medical doctor who focuses on problems of the ear.

Psychologist: This is a licensed health care professional who evaluates children’s social, emotional, behavioral and mental development. This professional provides behavior management and counseling when needed.

Speech/Language Pathologist: This is a licensed health care professional who works with children (or adults) who have language or speech problems. This may include children whose language and speech problems results from impaired hearing.

Teacher of the Deaf: This is a teacher trained to work with children who are deaf or hard of hearing.

CAUSES OF HEARING LOSS

You may want to know why your child is deaf or hard of hearing. There are many causes: illness, injury or a change in the genes involved in hearing. A genetic mutation or cause might be suspected if someone in the family is deaf. But deafness can be inherited even if no other family member is deaf. Inherited hearing loss occurs because of a change in one or more genes that is passed from parent to child. About half of the children born with hearing loss are thought to have inherited deafness.

Genetic information can be used to improve treatment choices. It can help predict if the hearing loss will stay the same or worsen in the future. Families often find genetic information helpful when planning future pregnancies. If the exact genetic cause is known, it might be possible to determine the chance that the family will have another child with hearing loss. The parents may then use this information for future family planning.

Genetics

Our bodies are made of many cells. Each cell has 23 pairs of chromosomes. We inherit one of each pair from our mother and the other from our father. The chromosomes contain genes, the blueprint for how our body develops and functions.

If you or your child’s health care provider has questions about the cause of your child’s hearing loss and whether it could be inherited, you should talk with a genetic specialist. The specialist will use information from physical exams, medical history, family history and genetic tests to try to identify the cause of your child’s deafness. If the cause is genetic, the specialist will explain it to you and talk about the risk of deafness for other family members and future children.

IV. Hearing Aids

GETTING STARTED

If your audiologist has recommended hearing aids for your child, you probably have many questions. Among them may be: which is the best hearing aid for my child, how will I pay for the hearing aids, or how will I get my child to wear them? Reading this section will help answer these questions and give more information.

Why should children wear hearing aids?

Hearing aids make sounds louder and clearer – but they do not restore “normal” hearing. Hearing aids take advantage of your child’s remaining hearing. Hearing aids that are fit correctly allow your child to hear spoken language which is important for the development of speech and language.

What should hearing aids do?

Properly fitting hearing aids should:

- ◆ Make sounds loud enough to hear.
- ◆ Be designed for your baby’s hearing loss.
- ◆ Be comfortable to wear and have options that are appropriate for the child’s age and listening needs.
- ◆ Be powerful enough to be useful, but not loud enough to damage the remaining hearing.

A parent story: “When Ashley started wearing hearing aids, I wondered if she really needed them. Then I noticed that she looked at me when I spoke to her! I enjoy telling her what I’m cooking or planting in the garden.” Jack, father of Ashley, observed.

HEARING AID FITTING

The fitting of hearing aids, particularly with babies and young children, takes many steps. Once a hearing loss has been diagnosed, the audiologist will determine which hearing aid is best based on the child’s hearing levels. For infants and young children, a Behind the Ear (BTE) style hearing aid is usually recommended. The BTE hearing aid is connected to an ear mold placed in the ear canal. Ear molds can be replaced easily and inexpensively as your child grows, and his/her ear size changes. Hearing aids are usually fitted on both ears unless there is a medical reason not to or tests show that there is no benefit. Providing sound to both ears will help your child hear better in more listening environments. There are hearing aid options that are specifically designed to provide the proper physical fit and safe usage for each child. These might include child-sized tone hooks, childproof battery compartments and volume control covers.

At the initial appointment, ear impressions will be made. Soft putty-like material is placed in the ear. It does not hurt your child, but it can be difficult to keep her/him still for 10-15 minutes while it dries. It takes 1-2 weeks for the ear molds to be made. The hearing aids are ordered at the same time. The audiologist will determine the best hearing aid for your child and will explain why a particular hearing aid has been chosen. It can be difficult for parents to fully understand the different hearing aid options. There are three basic types of hearing aids available: analog, programmable and programmable digital. They may look similar on the outside, but the technology inside is different.

Each type of hearing aid varies in flexibility, quality and performance. Your audiologist will make recommendations based on your child's hearing levels and needs. Hearing aids and ear molds are available in a variety of colors.

Hearing aids are expensive and the cost is often the biggest challenge for parents. The cost depends on the type of hearing aid chosen. Some private insurers and Medicaid provide full or partial coverage for hearing aids. You should check directly with your insurance company to determine if you have this benefit. There are private funding sources that help with the cost of hearing aids and sometimes service groups (Lions or Rotary Clubs, for example) provide assistance. Your audiologist can help you find funding if needed. Parents are often concerned about the hearing aids getting lost or damaged. Most manufacturers include a standard one-year warranty that covers loss and damage. Additional coverage for the hearing aids is available through the manufacturer or private insurance. If you want additional coverage, ask your audiologist about your options.

Once your child has hearing aids, your child's adjustment to amplification needs to be checked. Several tests are available to measure the benefit of the hearing aids. Frequent visits to the audiologist are needed for babies and young children to adjust the hearing aids and provide support for the family.

Using Hearing Aids

Starting to use hearing aids can be a challenge. Some children accept hearing aids easily; others may not. In some cases, a young child may accept hearing aids at first, but reject them as she/he becomes more active. Your child may pull out his/her hearing aids just to explore them, but keep trying. You can try using a cap or headband to keep your child from removing the hearing aids. There are several types of retaining devices that attach to the hearing aids and clip to your child's clothes. These are designed to avoid loss of the hearing aids in the event your child pulls the hearing aid out of the ear. If your child pulls his/her hearing aids out repeatedly, try using them for short periods of time. Make using hearing aids interesting for your child. Leave the hearing aids on a little longer each time. Hearing aid use should become part of your child's life.

As your child becomes a more independent toddler, a power struggle about hearing aid use may develop. You should be in charge of hearing aid use. If your toddler pulls the hearing aid out, simply put it back. You, the parent, should decide how long your toddler wears his/her hearing aid. This can be difficult. Ask your child's audiologist or parents of children wearing hearing aids for suggestions to increase hearing aid use.

Your baby or toddler might pull out hearing aids because the ear mold is uncomfortable or the hearing aid is too loud or not loud enough. You might hear whistling or squealing from your child's hearing aid. Ask your audiologist to check the ear mold and the volume setting.

Your older child might be more willing to wear hearing aids if she/he chooses different colors and patterns for the ear molds, hearing aids and hearing aid cases.

Your child cannot tell you if the hearing aids are working and it is important that you are comfortable with the basic operation of the hearing aid. As part of the hearing aid fitting process, your audiologist will train you to care for and maintain the hearing aid and provide the necessary tools. Each morning before putting the hearing aid on your child, you will need to do a listening check. Hearing aids do not generally require much maintenance but routine battery changes (battery life varies depending

on the type of hearing aid), daily listening checks and visual inspection of the ear molds will ensure your child's hearing aid works. With a little practice, you will be able to do basic troubleshooting of the hearing aid.

Example of a Hearing Aid



How do hearing aids work?

The parts of a hearing aid are the microphone, tone hook, volume control, on/off switch, and battery compartment.

The microphone picks up sounds around your child and sends them to a processor that amplifies sounds (makes it louder). Your audiologist will adjust the hearing aid to amplify sounds appropriate to your child's hearing loss.

The amplified sound goes through the tone hook to the ear mold. The tone hook is a small plastic piece that fits over and behind the child's outer ear. The ear mold holds the hearing aid in the child's ear and directs sound into the ear canal. Ear molds are made from soft materials in child-appealing colors. They are made to fit snugly in the ear canal. As your child grows, ear molds need to be replaced regularly to maintain a tight fit.

COCHLEAR IMPLANTS

Cochlear implants are artificial devices that provide some hearing for persons with severe to profound hearing loss who receive little or no benefit from hearing aids. Tiny wires (electrodes) are surgically inserted into the cochlea (end organ of hearing). The cochlear implant converts sound energy into electrical signals and stimulates the auditory nerve. Implants can provide help for children over 12 months of age in learning to listen and talk. Some private insurers and New Hampshire Healthy Kids Gold and Silver provide full or partial coverage for cochlear implants.

FM SYSTEMS

Frequency Modulation or FM systems are often used in educational settings to overcome the problems of listening in noisy classrooms. The teacher wears a small microphone and transmitter and the child wears a hearing aid and receiver. Sound is sent directly to the child via wireless FM transmission. These systems have been shown to improve communication in difficult listening situations. These systems may be used in other settings where listening and understanding are difficult due to background noise, reverberation (echoes) or distance. Some examples include watching television, family outings, field trips, and religious services.

OTHER HELPFUL TECHNOLOGY

There are other items available that may be helpful to your child as he or she grows. While some may not be needed now, you may find them helpful in the future. Technology continues to serve people who are deaf or who have hearing loss in their everyday lives and in the employment world.

Captioning: Captioning on television and videotapes allows people who are deaf and hard of hearing greater access to information. Parents may find captioning has educational benefits as well. Reading captions of news programs, for example, increases vocabulary, awareness of current events, and reading ability.

Pagers and E-mail Pager Devices: Most pagers now have vibrating signal systems. Many pagers are also available with instant messaging.

Signaling Devices: Signaling devices use lights or vibrations to get the attention of deaf or hard of hearing individuals. Telephone signalers, doorbell signalers and smoke detectors that include strobe lights are available through catalogs and distributors for a reasonable cost. In addition, generic signal devices that can be plugged into wall outlets are available to make a particular light respond to any loud or sudden noise. Specific wake up alarms, pagers and watches with vibrating signals have been developed for people who are deaf or hard of hearing.

Telecommunication Devices: Telecommunication devices for the deaf (TDDs) are small keyboards that can be purchased for use with a regular phone handset to allow deaf people to communicate with each other and with hearing individuals. The parts of a TDD include a keyboard, telephone coupler and a visual display where words are typed. With passage of the Americans With Disabilities Act (ADA) in 1990, relay services have been established across the United States. A relay service uses a telephone operator with a TDD who serves as a link between a deaf person with a TDD and a hearing person who does not have a TDD. TDDs can be purchased. TDDs can be found at some phones in public buildings.

Telephone Amplifier: This type of device makes the sounds coming from a telephone louder and can be used with or without hearing aids. There are several different kinds of telephone amplifiers for specific needs. Many public telephones are equipped with volume controls.

Assistance or Service Dogs: Assistance or service dogs are more than faithful companions or loving pets. These specially trained dogs perform extraordinary tasks every day. Assistance dogs can be trained to alert their owner who is deaf or hard of hearing to sounds such as an alarm clock, a smoke alarm or a child crying.

Vibro-Tactile device: These devices convert sounds into signals that are felt on the skin as vibrations. The device is worn on the body, often the chest or arm.

V. Learning to Talk

GETTING STARTED

Take time to get to know your child. Play together. Enjoy all the gifts that your child brings to your family. You may get lots of advice, but it is important to take your time and decide what is best for *your* child and *your* family. You are the most important person in your child's life.

It may seem overwhelming, but you will learn about your child's hearing and his/her unique strengths. You will be able to meet parents of other children who are deaf or hard of hearing. You will find professionals who can help you and your child.

A parent story: *"When we planned for this baby, we could only imagine him as perfect, with all his fingers, toes and abilities. It never occurred to us that Evan might have a hearing loss. That just didn't fit into our dreams!" remembered Kim.*

Early Language Learning

Your child's ability to communicate depends on how well she/he learns language. Each child is unique. Your child's abilities are not changed because she/he is deaf or hard of hearing. You are a critical part of this process. Development of early language is supported by:

- ◆ Early communication with you. Children communicate using their eyes, hands and voices.
- ◆ Learning language to help your child learn to think. Your child needs full-time access to the language you choose.
- ◆ Communicating at a rate that is comfortable for you and your child. Communication can be in sign language, spoken language or both.
- ◆ Offering a variety of experiences so your child learns about his/her world.

Communicating with Your Child

Try the following with your child:

- ◆ Get your child's attention by saying his/her name, waiting until she/he looks at you, or by gently waving or touching her/him.
- ◆ Smile and laugh with your child. Try making the same expression your child does. Wait for a response, and then do it again.
- ◆ Place your face at your child's eye level when you are playing.
- ◆ Play with toys that are both seen and heard, for example, one with flashing lights and music.
- ◆ Use a stroller that allows your child to face you so he/she can see and connect with you.

You will need to learn about the choices, think about them and pick the way for your child to learn to communicate. For more information, see Section VI, Communication Choices.

VI. Communication Choices

GETTING STARTED

“How can I best communicate with my child?” is a very important question for parents of children who are deaf or hard of hearing. Perhaps you have seen people signing at a restaurant. Maybe you’ve seen people wearing hearing aids speaking at a grocery store. You may have noticed that some people use their voices while they sign, while others do not. You have no doubt met many people with a hearing loss and been unaware of it.

As a parent, you need to understand all of the choices available to you and your child. Try to learn as much as you can about it. A wide range of communication choices is available. There is no one right method to use because all children and families are different, with different needs and learning styles. This section is designed to give you information about your choices.

Do speech and language mean the same thing?

Speech and language are not the same. Speech is the ability to say words clearly and distinctly so that others can understand you. Language is the entire process of communicating- understanding what others have said as well as expressing yourself. Languages may be spoken and heard, as in English, Spanish, or Chinese. In addition, languages can be seen and produced in other ways, such as with the hands, as in American Sign Language or Signed English. Language is also available on paper for reading or writing. But as long as a child is exposed to capable users of an accessible language, she/he will learn it. This learning will happen, not because you teach it, but because your child will simply absorb it like the language sponges they naturally are at a young age.

A parent story: *Dave said, “Brian is so young! How could Pat and I decide what was best for him?”*

We made a choice, then waited to see what happened. Brian lets us know what he wants now!”

CHOOSING A COMMUNICATION METHOD

There is no one correct answer to the question of how best to communicate with your child. All of these choices have worked very well for some children and their families. In addition, many families change their decision and try a different communication method. As your child grows, you will observe more about what works and what doesn’t work for him/her. Watch carefully how your child communicates, which strategies are successful for your child, and what most frustrates your child. This will help you determine which method(s) to try with him or her. The method(s) you choose must be right for your child and your family. You need to be comfortable with your choice. As you see improvement in your child’s ability to understand and use language, you will know you are using methods that provide access to language for him/her.

The majority of families use more than one method of communication. You are not locked into any method you try. But do try to communicate! Parent involvement is the single most important factor in children’s communication and educational success.

We suggest that you read about all communication choices. Next, try to:

- ◆ Look at some of the other references at the end of each section.
- ◆ Find other parents of children with a hearing loss and ask how they made the decisions they made.
- ◆ Ask deaf and hard of hearing people their opinions about communication methods.
- ◆ Visit schools and programs in your area that use these communication methods.
- ◆ Speak with your child's speech/language therapist, teacher, and audiologist, keeping in mind that everyone has a preference! Ask what his or hers is and why.

Then, choose an option that makes sense for you and your child. *The earlier you can start communicating, the better!*

General Resources:

- ◆ BoysTown website at www.boystownhospital.org/parents/
- ◆ Choices in Deafness, A Parent's Guide to Communication Options, Second Edition, by Schwartz, S. Published in 1996 by Woodbine House, Bethesda, MD.
- ◆ Deaf Education Options Web: <http://www.pair.com/options/>
- ◆ Kid-Friendly Parenting with Deaf and Hard of Hearing Children by Medwed, D. & Weston, D. Published in 1995 by Gallaudet University Press, Washington, D.C.
- ◆ The Silent Garden: Understanding the Hearing Impaired Child by Ogden, P. & Lipsett, S. Published in 1996 by St. Martin Press, New York, NY.
- ◆ When Your Child is Deaf: A Guide for Parents by Luterman, D. & Luterman, R. Published in 1991 by York Press, Inc., Parkton, MD.

These books may be borrowed from the Family Resource Connection. See this listing in Section IX, New Hampshire Organizations. Communication options for children who are deaf and hard of hearing and programs that use them are explained below arranged in random order. More information about the programs in New Hampshire is given in the Section X, New Hampshire Organizations.

AMERICAN SIGN LANGUAGE (ASL)

What is American Sign Language?

American Sign Language (ASL) is a visual language. ASL relies on the eyes and hands, not hearing and speech, to communicate. A signer's facial expression, as well as the placement, movement, orientation, and shape of the hands are all part of the language. In spoken languages, one word follows another in order. ASL is three-dimensional; placement of the hands or movement while signing changes the message. Space can be used to convey a concept clearly and efficiently. Like all languages, ASL is constantly changing, adding new words and expressions. It can be quickly understood and used by children who are deaf and hard of hearing, allowing their language and cognitive skills to develop at age appropriate rates.

Many culturally Deaf adults use ASL, and the use of ASL allows access to Deaf Culture. Members of the Deaf community share a view of life with certain traditions, beliefs, common identity, artistic expression, experiences and language (ASL) particular to Deaf people. The Deaf community includes people who are deaf and hearing. Members of the Deaf community agree on the importance of Deafness as a positive state of being.

Bilingual Bicultural (Bi-Bi) Education is an associated educational philosophy. This philosophy supports a strong visual first language to give the child the tools needed for thinking, learning, and developing a healthy sense of self as part of the Deaf community. English is then taught as a second language. The Bi-Bi approach gives deaf children bilingual skills in both ASL (for face-to-face communication) and English (for reading and writing) and to be bicultural in the Deaf and hearing cultures. Learning ASL takes as long as learning any other language, and interacting with skilled users is critical for proficiency.

Where is American Sign Language used?

In New Hampshire, the Manchester School Department program uses ASL and has a Bilingual-Bicultural option. More information about the Manchester School Department program is included in Section X, New Hampshire Organizations. Other school districts in New Hampshire offer services only to residents of their district who are deaf or hard of hearing. The Family Sign Language Program, offered through Multi-Sensory Intervention through Consultation and Education (MICE) Program teaches ASL. More information about the MICE Program is located in Section VII, Services for Young Children. Nationally, 3% of programs and schools for children who are deaf or hard of hearing reported using ASL as the only form of communication, and 48% reported using it as one of several communication options (American Annals of the Deaf, 2001).

Where can I find out more on American Sign Language?

- ◆ A Free Hand: Enfranchising the Education of Deaf Children edited by Walworth, M., et.al. Published in 1992 by T.J. Publishers, Silver Spring, MD.
- ◆ Educating Deaf Children Bilingually by Mahshie, S. Published in 1995 by Gallaudet University, Washington, D.C.
- ◆ Gallaudet University website at www.gallaudet.edu/-nicd/ and links to the Bilingual-Bicultural philosophy.
- ◆ Unlocking the Curriculum: Principles for Achieving Access in Deaf Education by Johnson, R., Erting, C., and Liddell, S. Published in 1989 by Gallaudet University, Washington, D.C.

These books may be borrowed from the Family Resource Connection, listed in Section X, New Hampshire Organizations.

CUED SPEECH

What is Cued Speech?

Cued Speech is a phonemically (sound)-based system of hand signals (cues) that, when combined with speech reading (looking at the speaker's mouth), make each phoneme (sound) of English visually distinct. It consists of eight cues (hand positions) representing small groups of consonants and four locations near the face representing small groups of vowels. Because consonants or vowels in each cue group can be distinguished through speechreading, the use of cues with speech (or the

visual mouth movements of speech) clearly conveys each English phoneme. Dr. Orin Cornett of Gallaudet College developed Cued Speech. Cued Speech can be learned in about 20 hours, although proficiency takes from six months to a year. Cued Speech is a code for spoken English, and follows the rules of English grammar.

Who uses Cued Speech?

There are no users of Cued Speech in NH schools. It is used and taught in other states, including Maine. Three programs in the U.S. reported use of Cued Speech, although figures for children in their home schools are unavailable (American Annals of the Deaf, 2001).

Where can I find out more about Cued Speech?

- ◆ Discovering Cued Speech: An eight-hour instructional program and six-hour competency review by Beck, P.H. Published by North Coast Cued Speech Services, 23070 Hermitage Rd., Cleveland, OH 44122-4008.
- ◆ Maine Cued Speech Services, P.O. Box 785, Fort Fairfield, ME, 04742 and (207) 472-3025 and mainecues@ainop.com
- ◆ National Cued Speech Association, 23970 Hermitage Road, Cleveland, OH 44122-4008.
- ◆ The Cued Speech Resource Book for Parents of Deaf Children by Cornett, R.O. & Daisey, M.E. Published in 1992 by National Cued Speech Association, Raleigh, N.C.
- ◆ www.cuedspeech.org or 800-459-3529 (voice or tty)
- ◆ web7.mit.edu/CuedSpeech/

These books may be borrowed from the Family Resource Connection, listed in Section X, New Hampshire Organizations.

ORAL APPROACHES

What are Oral approaches?

Oral approaches teach the child to listen and use his or her remaining hearing. Amplification, using hearing aids, cochlear implants, and FM systems in the classroom, is essential for all Oral approaches.

The **Auditory-Verbal** approach uses the remaining hearing without speech reading. The child learns to understand spoken language and develop speech.

The **Auditory-Oral** approach uses both speech reading and listening to develop spoken English skills. Speech reading may be formally taught, and use of other senses may be included.

Where are Oral approaches used?

In New Hampshire, the HEAR in NH Preschool and Kindergarten Program uses only oral methods. More information about the HEAR in NH Program can be found in Section X, New Hampshire Organizations. The Manchester School Department Program has signing with speech as one option. They consider speech and listening critical skills, so speech therapy and auditory training are available to all students.

Most children in NH who are deaf or hard of hearing are the only such students in their local school, and most often use oral communication exclusively. Nationally, 11%, or 107 schools and programs for children who are deaf or hard of hearing, use only oral communication; in addition, 68%, or 685 schools and programs, use some form of oral communication as one option (American Annals of the Deaf, 2001).

Where can I find out more about Oral approaches?

- ◆ Alexander Graham Bell Association: www.agbell.org
- ◆ Auditory Verbal Therapy for Parents and Professionals by Estabrooks, Warren. Published in 1994 by A.G. Bell, Washington, D.C.
- ◆ Listening to Learn: A Handbook for Parents with Hearing-impaired Children by Adams, A. J. Published in 1990 by A.G. Bell, Washington, D.C.
- ◆ Speaking for Myself and Dreams Spoken Here-Oberkotter Foundation videos
- ◆ www.oraldeafed.org or 1-888-oraldeafed

These books may be borrowed from the Family Resource Connection, listed in Section X, New Hampshire Organizations.

SIMULTANEOUS COMMUNICATION

What is Simultaneous Communication?

Simultaneous Communication (sometimes known as Signing with Speech) is the use of spoken English and ASL signs in English word order. Other names include: Pidgin Signed English (PSE); Sign Supported Speech (SSS); Conceptually Accurate Signed English (CASE); Signed English; Seeing Essential English (SEE 1); and Signing Exact English (SEE 2). The exact hand signals for English vary; some people sign only key words, while others sign every word, including small words such as “the” and “by,” and also sign parts of words such as “-ed” and “-ing.” Different programs may use each method differently. Simultaneous Communication also allows children to use auditory and speech skills. Learning Simultaneous Communication requires the same amount of time as any other language.

The associated educational philosophy, **Total Communication**, is not a communication method. Total Communication uses any combination of signs, gestures, listening, speech, speechreading, American Sign Language, mime, amplification, pictures, and reading and writing to communicate.

Where is Simultaneous Communication used?

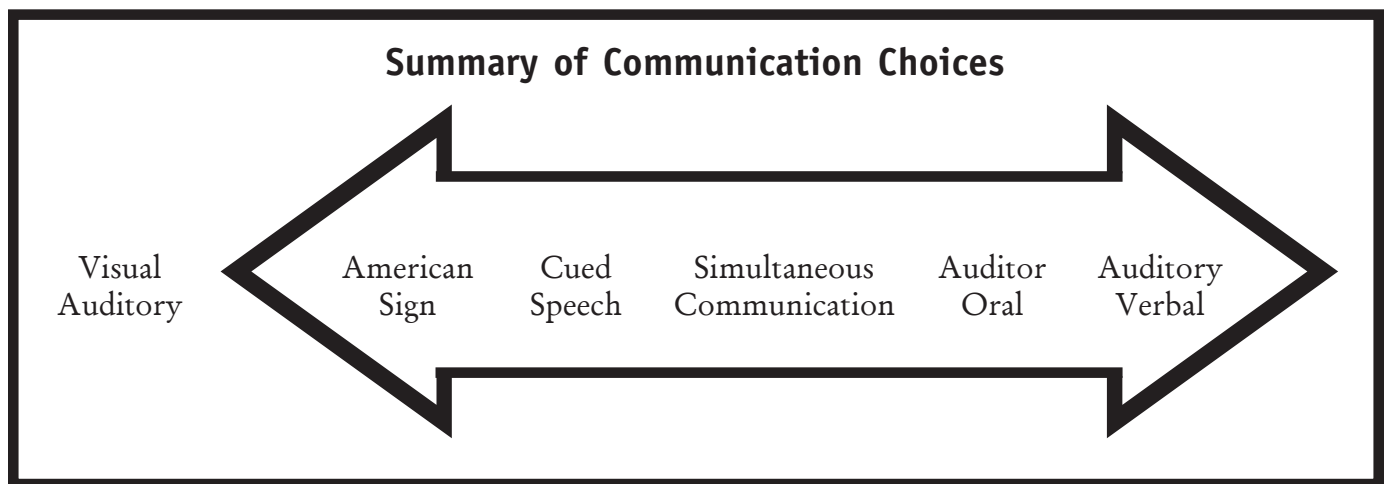
In New Hampshire, the Manchester School Department program reports using Signing with Speech as one communication choice. The Family Sign Language Program (available free through MICE) also teaches Simultaneous Communication. Signing with Speech was reported as being the only communication method by 9% of the schools and programs reporting nationally. Signing with Speech was reported as one of several communication options used by 69% of the programs for children who are deaf or hard of hearing in the US. (American Annals of the Deaf, 2001).

How can I find out more about Simultaneous Communication?

- ◆ Deaf like Me by Spradley, T.S. Published in 1978 by Random House, NY.
- ◆ Keys to Raising a Deaf Child by Frazier-Maiwald, V. & Williams, L. Published in 1999 by Barron's Parenting Keys, NY.
- ◆ SEE Center for the Advancement of Deaf Children, P.O. Box 1181, Los Alamitos, CA, 90720, and (562) 430-1467 and www.seecenter.org
- ◆ Speak to Me by Forecki, M.C. Published in 1985 by Gallaudet College Press, Washington, D.C.

These books may be borrowed from the Family Resource Connection, listed in Section X, New Hampshire Organizations.

COMPARING COMMUNICATION CHOICES



This diagram shows the range of communication choices. This information may help you understand the differences between the communication choices.

The left side of the diagram shows the choices that are more visual (seeing). The most visual is American Sign Language, which does not use any auditory information. People cannot speak and use ASL at the same time.

The right side shows the choices that are more auditory (listening). The most auditory is the auditory-verbal approach, which does not use any visual information. The choices near the middle of the diagram use both vision and available hearing.

Now that you have read about each communication choice, perhaps this chart can help you to explain the differences between them to interested friends and family members.

TIPS FOR DECISION MAKING

Before you make your decision on a communication method to use with your child who is deaf or hard of hearing, make sure you can answer these questions:

- ◆ Can I describe each of these methods?
- ◆ Have I seen each in use?
- ◆ Have I communicated with a user of each communication method about pros and cons?
- ◆ Have I communicated with several professionals about pros and cons?
- ◆ Do I understand the audiological test results and how children with similar test results are likely to communicate?
- ◆ Do I understand the choices for amplification (hearing aids, FM systems)? Can I make the commitment to make sure my child consistently wears this amplification?
- ◆ How much time can I commit to learning this communication choice?
- ◆ How much time can I commit to using this communication choice?
- ◆ Will the rest of my family be able to learn and use this choice? What about our friends?
- ◆ What programs and support services in my area will support my decision?
- ◆ Is this communication choice available in my area? If not, is it possible there could be?

Remember, you know your child better than any of the experts!

All communication methods require a strong commitment on the part of the parents in order to work well. **Your commitment to accessible communication is the key to your child's language development.** For a child who is deaf or hard of hearing, every waking moment is a language-learning opportunity.

Communication choices materials were gratefully adapted from:

Beginnings for Parents of Deaf and Hard of Hearing Children: A Parent Manual, by Craig Greene, Ed.D, NC Governor's Advocacy Council for Persons with Disabilities

A Resource Guide for Indiana Families Who Have Children with Hearing Loss, 2000 Draft Vermont Resource Guide for Parents of Deaf and Hard of Hearing Children

VII. Services for Young Children

GETTING STARTED

The first years of life are a critical time to learn language. Language is needed for the development of thinking and social skills. If a hearing loss is found and intervention services begin early, your child is more likely to have skills appropriate for his or her age.

Babies who do not pass newborn hearing screening are referred for diagnostic testing at a pediatric audiology diagnostic center. The hospital staff notifies the child's health care provider and the parents. They also enter the information into the state tracking system. After the diagnostic tests are completed, the results are usually sent to the parents, the primary care provider, and the state tracking system. Since 2004, the New Hampshire Early Hearing Detection and Intervention Program has utilized a secure web-based system to document hearing screening results, diagnostic testing results and entry into the Multi-Sensory Intervention through Consultation and Education (MICE) Program. Children with confirmed hearing loss should also be referred for otolaryngology, genetics and ophthalmology evaluations.

All New Hampshire children who are deaf or hard of hearing should be referred to the MICE Program. The MICE Program is a specialized statewide program for children from birth to age three who have or might have a problem with hearing or other senses. MICE staff members include specialists in the education of babies and toddlers who are deaf and hard of hearing.

MICE staff members will coordinate services with the Family-Centered Early Supports and Services (FCESS) provider in your region of New Hampshire. Staff members of FCESS and the MICE Program have special training and skills to help you and your child learn to communicate well.

A parent story: *Will remembers, "I didn't know what to do when I heard my child was deaf. Laura is only six weeks old! How will I ever tell her to go to bed? How will I tell my family? I didn't hear anything else they said to me."*

What happens in Family-Centered Early Supports and Services?

- ◆ FCESS is sometimes referred to as Early Intervention.
- ◆ FCESS staff members give you details about their program. They also collect information about your child to help plan your child's care.
- ◆ FCESS staff members will use toys and activities to learn more about your child.
- ◆ You and the FCESS staff members will decide how to help your child learn new skills. This plan is called an Individual Family Support Plan (IFSP).

What about services for older children?

Your local school district provides services for children after they are three years old. The process of changing from FCESS to the school district is called "transition".

How are services provided?

In New Hampshire, FCESS services are provided through twelve regional agencies. Services are provided in a convenient location, for example, your home. The regional agencies work to support families in their daily lives and in their own communities.

A parent or anyone who is concerned about an infant or toddler's development may make a referral to FCESS. When someone other than the parents makes the referral, the parents are notified. Participation in FCESS is voluntary.

A list of area agencies and the communities they serve is given at the end of this section on pages 25-26. Contact the agency for the community where you live.

How do I start services?

Any New Hampshire child with a diagnosed hearing loss is eligible for services. Services should begin soon after the hearing loss is found.

Infant/toddler specialists provide services for you and your child. They assess your child's hearing and communication skills, and help you understand your child's hearing loss. Your FCESS team can give you information about all communication choices and help you choose one for your child. If hearing aids are used, your FCESS team can help you learn to use and care for them.

A *Know Your Rights* parent handbook and a MICE brochure are included with this Resource Book.

What happens after my child is referred for services?

◆ *Intake Process*

The first person you will meet is the "intake coordinator". This person receives your child's referral. He/she will call you to schedule an "intake visit" which usually takes place in your home. During this visit, the intake coordinator will provide you with information about the FCESS program and answer your questions. She/he will also ask you about your child's development and health information. You will be asked to sign a request for your child's doctors to send copies of medical reports to the FCESS Program. It is helpful if you share copies of any medical reports you already have. If your child has not yet been referred to the MICE Program, and you have written documentation of your child's hearing loss, the intake coordinator can make the referral to the MICE Program. You can call the intake coordinator with questions at any time during the intake process.

◆ *Developmental Evaluation and Assessment*

Upon entering the FCESS program, and annually thereafter, your child will have a full developmental evaluation and assessment. The evaluation team includes the child's parents and two qualified evaluators from different disciplines (for example, an educator, a physical therapist, an occupational therapist or a speech/language pathologist). The team members look at the five areas of development: communication, movement, adaptive (self-help), social/ emotional, and cognitive (how the child thinks and learns).

◆ *Individual Family Support Plan (IFSP)*

You and the other members of the evaluation team will identify goals for your child. The team will decide what services your child needs to reach these goals. This information will be written on your Individual Family Support Plan (IFSP). Because your family is the key to your child's development, your family can also receive services. The IFSP is a "living document" and should be updated as your child grows and learns new skills. **All** services received by your child are included on the IFSP regardless of who provides or pays for the service. You may find it helpful to keep a list of team members and how to contact them with the IFSP.

Who is on the IFSP team?

The IFSP team will always include you and your child's service coordinator. Your child's IFSP team also includes individuals from different disciplines. These IFSP team members work together to help your child learn new skills.

Parent:

You, the parent, are the first and most important member of the IFSP team. No one knows your child as well as you do. You see your child's development, from cooing and babbling to first spoken words, and from gestures and pointing to first words in sign language.

You will be the person who puts on the hearing aids, and talks, cues, and/or signs to your child throughout the day. You will be the person to tell other IFSP team members about your child's first words. Professionals can provide you with information as you learn even more ways to help your child communicate.

Your IFSP team members can share information to help you make decisions for your child. You will become an advocate for your child. Teachers and IFSP team members may come and go, but you and your child will always be together.

Early Supports and Services Provider:

These are people who will help you and your child. This person will be a professional (for instance, speech-language pathologist or early childhood specialist) with special expertise in working with infants who are deaf or hard of hearing, and their families.

Service Coordinator:

One team member will be the service coordinator. This person will be in contact with other IFSP team members and assist you to get the services your child needs. The service coordinator is familiar with resources to help you and your child. You may receive other services from your FCESS program.

What is Transition?

Transition means a change from one stage to another. In education, transition means preparation time for moving to a different program. At least six months before your child turns three, your service coordinator will ask for permission to refer your child to your local school district for services. The local school district is responsible for providing a free and appropriate public education (FAPE) for children from three to twenty-one years of age. Ninety days or more before your child's third birthday, your service coordinator will arrange a time for you and your child's IFSP team to meet with the school district preschool coordinator to develop a transition plan that will:

- ◆ Determine your child's eligibility for preschool special education.
- ◆ Develop an IEP, if your child is eligible for services.
- ◆ Determine the services and settings in which your child will receive services.

A parent story: *Sara remembers, "I was so scared at the first meeting with the agency team. I didn't know what to expect. Now I look forward to discussing what has happened and planning activities for Rose, my daughter. I enjoy being part of the team."*

TOWNS AND CITIES BY REGION

Region I: *Berlin/Littleton/Conway*

Albany	Easton	Littleton	Stark
Barlett	Eaton	Livermore	Stewartstown
Bath	Effingham	Lyman	Stratford
Benton	Errol	Madison	Sugar Hill
Berlin	Franconia	Milan	Tamworth
Bethlehem	Freedom	Millsfield	Tuftonboro
Brookfield	Gorham	Monroe	Union
Carroll	Groveton	Moultonboro	Wakefield
Clarksville	Hart's Location	Northumberland	Warren
Chatham	Haverhill	Ossipee	Waterville Valley
Colebrook	Jackson	Piermont	Wentworth
Columbia	Jefferson	Pittsburg	Location
Conway	Lancaster	Randolph	Whitefield
Dalton	Landaff	Sanbornville	Wolfeboro
Dixville	Lincoln	Sandwich	Woodstock
Dummer	Lisbon	Shelburne	

Region II: *Claremont/Lebanon*

Acworth	Dorchester	Langdon	Orford
Canaan	Enfield	Lebanon	Plainfield
Charlestown	Goshen	Lempster	Springfield
Claremont	Grafton	Lyme	Sunapee
Cornish	Grantham	Newport	Unity
Croydon	Hanover	Orange	Washington

Region III: *Laconia/Lakes Region*

Alexandria	Bristol	Groton	Plymouth
Alton	Campton	Hebron	Rumney
Ashland	Ctr. Harbor	Holderness	Sanbornton
Barnstead	Ellsworth	Laconia	Thornton
Belmont	Gilford	Meredith	Tilton
Bridgewater	Gilmanton	New Hampton	Wentworth

Region IV: *Concord*

Allenstown	Danbury	Hopkinton	Sutton
Andover	Deering	Loudon	Warner
Boscawen	Dunbarton	Newbury	Weare
Bow	Epsom	New London	Webster
Bradford	Franklin	Northfield	Wilmot
Canterbury	Henniker	Pembroke	Windsor
Chichester	Hill	Pittsfield	
Concord	Hillsboro	Salisbury	

Region V: *Keene*

Alstead	Greenville	Nelson	Sullivan
Antrim	Hancock	New Ipswich	Surry
Bennington	Harrisville	Peterborough	Swanzey
Chesterfield	Hinsdale	Richmond	Temple
Dublin	Jaffrey	Rindge	Troy
Fitzwilliam	Keene	Roxbury	Walpole
Francestown	Lyndeborough	Sharon	Westmoreland
Gilsum	Marlborough	Spofford	Winchester
Greenfield	Marlow	Stoddard	

Region VI: *Merrimack/Nashua*

Amherst	Hudson	Merrimack	Nashua
Brookline	Litchfield	Milford	Wilton
Hollis	Mason	Mt. Vernon	

Region VII: *Manchester*

Auburn	Candia	Hooksett	Manchester
Bedford	Goffstown	Londonderry	New Boston

Region VIII: *Portsmouth/Seacoast*

Brentwood	Greenland	Newfields	Portsmouth
Deerfield	Hampton	Newington	Raymond
East Kingston	Hampton Falls	Newmarket	Rye
Epping	Kensington	North Hampton	Seabrook
Exeter	Kinston	Northwood	South Hampton
Fremont	New Castle	Nottingham	Stratham

Region IX: *Durham/Dover*

Barrington	Farmington	Middleton	Rochester
Dover	Lee	Milton	Rollinsford
Durham	Madbury	New Durham	Somersworth
			Strafford

Region X: *Atkinson/Salem*

Atkinson	Derry	Pelham	Sandown
Chester	Hampstead	Plaistow	Windham
Danville	Newton	Salem	

VIII. Education Programs

GETTING STARTED

You may be surprised to learn that your three-year-old child can attend public school. When your child is three years of age, the local school district becomes responsible for providing a free and appropriate public education (FAPE) to meet your child's individual needs. Your child who is deaf or hard of hearing is eligible for special education services. Children from three to five years of age with a hearing loss are eligible for special education and related services under Section 619 of the Individuals with Disabilities Education Act (IDEA). The service your child receives is focused on his or her own educational needs.

Transition

Transition means getting ready to change to a different school program or setting. You probably still remember your first day in a new school. A transition can be more difficult for a child who is deaf or hard of hearing.

Children from birth to three years of age receive services from Family-Centered Early Supports and Services (FCESS) programs. (See Section VII for details.) The transition from FCESS to pre-school services is the first educational transition for your child and family. Planning for this transition should start when your child is 30 months old. If you are enrolled in a FCESS program, your Service Coordinator will notify your school district that your child may need services. If you are not enrolled in FCESS, you will need to notify the school district yourself.

A parent story: *"Lisa (from the local Family-Centered Early Supports and Services) used to come to our home to play and sign with Amanda. Now that she has turned three, Amanda attends a preschool program at Woods Elementary School. It took some time to get used to preschool, but now she likes going to a 'big kid school!'" said her father, Travis.*

There are three parts to starting preschool services: identification, Individual Education Plan (IEP) development, and placement. An educational evaluation will be used to decide what services your child needs. The school will use existing information about your child. The most recent evaluations from FCESS and your audiologist can be used. The evaluation will include a current hearing test, a social and developmental history, an assessment of your child's physical, communication, social, emotional, adaptive and cognitive development, and the educational need. No tests or assessments will be conducted without your written permission. All assessments should occur before your child's third birthday to avoid a gap in services. Once notified, your local school district will collect the evaluations and decide if other tests are needed.

Identification

Prior to your child's third birthday, staff from your public school will set up a meeting, called a Case Conference, to look at the evaluation results, decide if your child is eligible for services and write an Individualized Education Plan (IEP). The IEP process is similar to the IFSP process in FCESS. However, the IEP is focused on your child's educational needs rather than developmental needs.

The school's educational team will develop the IEP and determine eligibility for services. There may be people on the team who are not familiar to you. For example, the school principal may attend. For children with a hearing loss, the team must include an audiologist, a speech language pathologist, the school psychologist and a teacher of the deaf or hard of hearing. The team must consider information that you provide. Your child and family will have certain rights and responsibilities. Your child's records are kept confidential and will not be released to anyone without your permission. As a parent, you are a very important member of the planning team. You may invite anyone, including a friend or an educational advocate, to this meeting to assist or support you. If you disagree with the IEP, you have the right to appeal within 30 days.

An IEP is a legal written plan for your child's education. The IEP is important because it is used to choose the program or setting for your child's education.

Determining Placement

Once the IEP is developed and agreed upon by you and the school district team, placement will be determined. Placement means the place where your child will receive educational services to meet the educational goals. Placement may be a special education preschool class, a community based preschool or other setting. Many parents find it helpful to visit all possible settings before agreeing on a placement.

Your child's IEP will be reviewed and rewritten at least once each year. You are an important part of this educational team. You may request a meeting of your child's team any time you have a concern or if you feel there is something to discuss. You have rights and safeguards to ensure your child receives an education and the support services necessary to benefit from that education. It is your responsibility to learn what your rights are so you can be an advocate for your child.

Many resources are available to help you understand this system and some are listed in Section IX and X. These programs offer conferences, training sessions and workshops to families to help them understand the educational system.

Changes in the IDEA Act

In 2004, Congress reauthorized the IDEA (Individuals with Educational Disabilities Act). Many changes were made to this federal law that states must obey. Your child has the right to receive his/her education in the Least Restrictive Environment (LRE). This is defined for each the individual child. For a child with hearing loss, the plan must also include: assistive technology needs, related services, communication needs, and extended school year services. IDEA states,

“The IEP team shall consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunity for direct instruction in the child's communication mode.”

This is an important change for children with hearing loss. Because it is important, members of Congress added that deaf and hard of hearing children must have access to all the communication that occurs in school, not just the teacher, but classmates and other school staff as well.

As parents and active members of your child's team, you can share with the other team members any helpful information. You know your child best. You know what works well and what doesn't. You should feel comfortable asking for help with any part of your child's education. For example, if your child dislikes sudden changes and this causes problems during school, talk to the team about it. Share with them what works well for you child and what doesn't. The team can help your child by working well with you.

Factors to consider when choosing services or educational programs:

1. Do the professionals understand the effects of your child's hearing loss?
2. Will you meet deaf and hard of hearing adults, children and their families through this program?
3. Can the professionals help develop effective parent-child interaction?
4. Can the professionals provide information, education and emotional support?
5. Are you getting information about hearing loss, assessment, sensory devices, communication techniques, educational options, and deaf community resources?
6. Are you aware of your legal rights and your child's right to an education? Does this program ensure that your child's unique communication needs are met? Will it give your child a language accessible environment?
7. Are developmentally appropriate practices used? Will the program or service meet your child's needs based on age and developmental level?

(Adapted from the Deaf and Hard of Hearing Students Educational Service Guidelines of the National Association of State Directors of Special Education)

IX. National Organizations

Alexander Graham Bell Association for the Deaf & Hard of Hearing

Since 1890, AG Bell has worked to provide children with hearing loss with the opportunity to speak and listen. Following the lead of founder Alexander Graham Bell, a teacher of the deaf and a technological innovator, AG Bell educates parents and professionals about hearing loss, the auditory approach, and advances in hearing technology. AG Bell is an international membership organization and information clearinghouse on hearing loss, hearing technology, speech, residual hearing, speech-reading, and written and spoken language. AG Bell focuses specifically on children with hearing loss, but also addresses topics impacting people of all ages. AG Bell provides ongoing support and advocacy for parents, professionals and other interested parties.

Address: 3417 Volta Place, NW
Washington, DC 20007-2778

Phone: 202-337-5220 (v)
202-337-5221 (tty)

E-mail: info@agbell.org

Web: www.agbell.org



American Academy of Audiology

A professional organization of individuals dedicated to providing high quality hearing care to the public. Provides professional development, education and research and provides increased public awareness of hearing disorders and audiological services. The web site includes a “Find an Audiologist” and “Ask an Audiologist” feature that enable you to find an audiologist in your area and submit questions to an audiologist.

Address: 11730 Plaza America Dr.
Suite 300
Reston, VA 20190

Phone: 800-222-2336 (v/tty)

E-mail: info@audiology.org

Web: www.audiology.org



American Academy of Otolaryngology

Promotes the art and science of medicine related to head and neck surgery, including providing medical education courses and publications. Distributes leaflets related to ear, nose and throat problems and provides information on doctors in a geographic area.

Address: 1 Prince Street
Alexandria, VA 22314

Phone: 703-836-4444 (v)
703-519-1585 (tty)

E-mail: patientinfo@entnet.org

Web: www.entnet.org

American Association of the Deaf-Blind (AADB)

Promotes opportunities and services for deaf-blind people. The mission of this organization is to assure that services are accessible to all deaf-blind people. This will enable them to maximize their potential through increased independence, productivity and involvement in the community.

Address: 8630 Fenton Street
Suite 121
Silver Spring, MD 20910-4500

Phone: 301-495-4402 (tty)
301-495-4403 (v)

E-mail: info@aadb.org

Web: www.aadb.org



American Deafness & Rehabilitation Association (ADARA)

This is an association of professionals working with individuals who are deaf or hard of hearing. ADARA is a partnership of national organizations, professional groups and individual members working to support social services and rehabilitation delivery for people who are deaf and hard of hearing.

Address: P.O. Box 480
Myersville, MD 21773

Phone: 410-495-8440

E-mail: adaraorgn@aol.com

Web: www.adara.org



American Society for Deaf Children (ASDC)

ASDC is a nonprofit organization that provides information and support to families with children who are deaf or hard of hearing. ASDC supports the use of signing, and recognizes and respects Deaf culture for enhancing the social, personal, and educational aspects of the lives of children who are deaf or hard of hearing. Quarterly, they publish *The Endeavor*, a newsmagazine of articles and information for families.

Toll-free Helpline: 800-942-ASDC (V/TTY)

Address: P.O. Box 3355
Gettysburg, PA 17325

Phone: 717-334-7922 (v/tty)

E-mail: ASDC1@aol.com

Web: www.deafchildren.org

American Speech, Language and Hearing Association (ASHA)

This is a professional organization for speech-language pathologists and audiologists concerned with hearing and communication disorders. Provides informational materials for consumers about speech, language or hearing problems. Also provides referrals to audiologists and speech-language pathologists in the United States.

Toll-free HELPLINE: 888-321-ASHA

Address: 10801 Rockville Pike
Rockville, MD 20852

Phone: 800-638-8255
301-897-5700 (v)
301-897-0157 (tty)

E-mail: actioncenter@asha.org

Web: www.asha.org



Auditory-Verbal International, Inc. (AVI)

AVI is a worldwide membership organization dedicated to supporting the Auditory-Verbal approach for listening and speaking for those with hearing loss. AVI provides information regarding the Auditory-Verbal approach, provides referrals to Certified Auditory-Verbal Therapists, provides scholarships to professionals, sponsors conferences for parents and professionals, provides training opportunities in the Auditory-Verbal approach and annually offers the certification examination in Auditory-Verbal Development.

Address: 1390 Change Bridge Road
Ste 100
McLean, VA 22101

Phone: 703-739-1049 (v)
703-739-0874 (tty)

E-mail: Audiverb@aol.com

Web: www.auditory-verbal.org/



Better Hearing Institute (BHI)

BHI is a nonprofit educational organization that implements national public information programs on hearing loss and available medical, surgical, hearing aid, and rehabilitation assistance for millions with uncorrected hearing problems. BHI promotes awareness of hearing loss through television, radio, and print media public service messages. BHI has a toll-free telephone service that provides information on hearing loss, sources of assistance, lists of local hearing professionals, and other available hearing help to callers anywhere in the U.S. and Canada.

Hearing Helpline: 800-EAR-Well (v/tty)

Address: 515 King Street, Ste 420
Alexandria, VA 22314

Phone: 703-684-3391 (v/tty)

E-mail: mail@betterhearing.org

Web: www.betterhearing.org

The Caption Center

The Caption Center is a nonprofit service of the WGBH Educational Foundation and the world's first captioning agency. Offices in Boston, Los Angeles, and New York produce captions for every segment of the television and video industries and offer an array of services including off-line captions, real-time captions, dual field, dual-language captions, subtitling and open captions.

Address: 125 Western Ave.
Boston, MA 02134

Phone: 617-300-3600 (tty)

E-mail: access@wgbh.org

Web: <http://access.wgbh.org>



Captioned Media Program (CMP)

Staff of this program distributes open-captioned videos for the hearing impaired. Any person with a hearing loss may obtain an account number to order materials listed in Captioned Media Program catalog (CMP). All materials are on a free loan basis. Apply for an account number by contacting the Captioned Media Program.

Address: 1447 East Main Street
Spartanburg, SC 29307

Phone: 800-237-6819 (tty)
800-237-6213 (v)

E-mail: info@cfv.org

Web: www.cfv.org



Cochlear Implant Association, Inc.

This group provides information and support to those who are either considering or are using a cochlear implant. Members receive a quarterly news journal. Activities include: local chapters for support and fellowship, a biennial convention and special programs for families and children.

Address: 5335 Wisconsin Ave. NW
Suite 440
Washington, DC 20015-2052

Phone: 202-895-2781

E-mail: CIAInfo@cici.org

Web: www.cici.org

Gallaudet University

Gallaudet University is the world's only four-year liberal arts university for students who are deaf or hard of hearing. Established in 1864 by an act of Congress, Gallaudet offers undergraduate and graduate degree programs, and continuing education and summer courses. The University disseminates information through the Gallaudet Bookstore, Gallaudet University Press, Gallaudet Research Institute and the Laurent Clerc National Deaf Education Center's National Deaf Education Network and Clearinghouse.

Address: 800 Florida Ave. NE
Washington, DC. 20002

Phone: 202-651-5050(v/tty)

E-mail: public.relations@gallaudet.edu

Web: www.gallaudet.edu



Hard of Hearing Advocates (HOHA)

The goal of Hard of Hearing Advocates is to create and implement programs or solutions in areas where hard of hearing people have problems. HOHA identifies specific problem areas, develops solutions and seeks support to implement these solutions. It publishes and promotes the *Hearing Impaired Fax Program* and the *Hard of Hearing Awareness Kit*.

Address: 245 Prospect Street
Framingham, MA 01701

Phone: 508-875-8662 (v)

E-mail: hoha@charter.net

Web: www.hohadvocates.org



Harris Communication

Harris Communications offers a broad range of products for deaf and hard of hearing people. Products include a full line of assistive devices as well as over 700 books and videotapes. Call for a free catalog that includes special book/video sections for children, teachers and parents.

Address: 15155 Technology Drive
Eden Prairie, MN 55344-2277

Phone: 800-825-6758 (v)
800-825-9187 (tty)

E-mail: infor@harriscomm.com

Web: www.harriscomm.com

HEAR NOW

HEAR NOW, the U.S. program of the Hearing Foundation, provides hearing aids to adults and children who are legal residents of the U.S., meet the financial criteria and are approved for assistance. HEAR NOW is an organization of last resort; all other options for service must be used before HEAR NOW benefits are approved. HEAR NOW also collects used hearing aids for recycling. All donations are tax deductible. Donated aids should be packed in a padded envelope or box and sent to the address below. Acknowledgment letters will be sent to donors who provide their name and mailing address.

Address: 6700 Washington Ave.South
Eden Prairie, MN 55344

Phone: 800-648-4327

E-mail: joanita@sotheworldmayhear.org

Web: sotheworldmayhear.org



Hearing Loss Association of America

The Hearing Loss Association of America is a volunteer, international organization of people who are hard of hearing and their relatives and friends. This association promotes awareness and offers information about hearing loss, communication, assistive devices and alternative communication skills. The association publishes a bimonthly magazine, *Hearing Loss Magazine*.

Address: 7910 Woodmont Ave.
Suite 1200 301-657-2249 (tty)
Bethesda, MD 20814

Phone: 301-657-2248 (v)

E-mail: info@hearingloss.com

Web: www.hearingloss.com



Helen Beebe Speech & Hearing Center

The Helen Beebe Speech and Hearing Center is established to promote the auditory-verbal philosophy of training children with hearing impairment, to use the expertise and facilities required in pursuing auditory-verbal training, and to provide services to others in need of speech, language, and/or hearing therapy.

Address: PO Box 969
Fort Washington, PA 19034

Phone: 215-619-9083 (v)

E-mail: infor@helenbeebe.org

Web: www.helenbeebe.org

Helen Keller National Center (HKNC) for Deaf-Blind Youths & Adults

HKNC has a national center and 10 regional offices that provide evaluations, vocational and personal adjustment training, and job preparation and placement for people who are deaf-blind in the United States. Services include information, referrals, advocacy and technical assistance to professionals, consumers and families.

Address: 141 Middle Neck Road
Sands Point, NY 11050

Phone: 516-944-8900 (v/tty)

E-mail: hkncinfor@hknc.org

Web: www.hknc.org



Midwest Hearing Industries, Inc.

This insurance company offers protection against loss, theft, fire and accidental damage of hearing aids. Some policies cover the repair of hearing aids. Information can be obtained directly from Midwest or from the place where the hearing aids were purchased. Homeowners should first check their insurance policies to see if hearing aid loss is covered or could become a covered item.

Address: 4510 West 77th St.
Suite 201
Minneapolis, MN 55435

Phone: 800-821-5471
952-835-5242 (v)

E-mail: mwhi@ix.netcom.com

Web: www.mwhi.com



Miracle-Ear Children's Foundation

The Miracle-Ear Children's Foundation works with local Miracle-Ear Centers to provide free hearing aids, services and support materials to children age 16 and under if their families do not qualify for public assistance, but cannot pay for hearing aids. Contact Miracle-Ear for an application.

Address: 5000 Cheshire Lane North
Minneapolis, MN 55446

Phone: 877-268-4264

E-mail: through website

Web: www.miracle-ear.com

National Association of the Deaf (NAD)

The NAD is the national organization concerned with accessibility and protecting the civil rights of deaf and hard of hearing Americans in education, employment, health care, and communications. It focuses on grassroots advocacy and empowerment, captioned media, deafness-related information and publications, legal assistance, policy development and research, public awareness, and youth leadership development.

Address: 814 Thayer Avenue,
Silver Spring, MD 20910-4500

Phone: 301-587-1788 (v)
301-587-1789 (tty)

E-mail: NADinfo@nad.org

Web: www.nad.org



National Cued Speech Association (NCSA)

The National Cued Speech Association promotes and supports the use of Cued Speech for communication, language acquisition, and literacy. NCSA's Information Services provides information, referral and support for persons with language, hearing, speech, and learning needs. The NCSA bookstore, Cued Speech Discovery, offers products and gifts in a variety of media. NCSA sponsors instructional programs publications, exhibits and "Cue Camps" or learning vacations for families and professionals. NCSA promotes quality services through training and certification of instructors and transliterators. Publications include a catalog, newsletter, and journal.

Address 23970 Hermitage Road
Cleveland, OH 44122-4008

Phone: 800-459-3529(v/tty)
216-292-6213 (v/tty)

E-mail: through website

Web: www.cuedspeech.org



National Deaf Education Network and Clearinghouse

The National Deaf Education Network and Clearinghouse performs a number of functions related to information dissemination at the Gallaudet University Laurent Clerc National Deaf Education Center. The Clearinghouse responds to inquiries about a diverse range of topics related to deaf and hard of hearing children ages 0-21. The Clearinghouse also collaborates with authors from within the Gallaudet community and around the nation to design, produce, and disseminate books, videotapes, periodicals, and other information related to deaf and hard of hearing children, their families, and the professionals who serve them.

Address: Clerc Center, Gallaudet University
800 Florida Ave. NE
Washington, D.C. 20002-3695

Phone: 202-651-5051(v)
202-651-5052 (tty)

E-mail: Clearinghouse.Info.ToGo@gallaudet.edu

Web: <http://clerccenter.gallaudet.edu>

National Technical Institute for the Deaf (NTID)

NTID is a college of Rochester Institute of Technology (RIT), the world's largest technological college for students who are deaf and hard of hearing. NTID provides technological and liberal arts postsecondary education to students who are deaf and hard of hearing. It offers informational materials and instructional videotapes on issues related to people who are deaf and deaf culture.

Address: 52 Lomb Memorial Dr.
Rochester, NY 14623

Phone: 585-475-6700 v/tty

E-mail: ntidmc@rit.edu

Web: www.ntid.rit.edu



National Theater of the Deaf (NTD)

NTD is a professional group of Deaf and Hearing actors. Sign language and spoken words are used at the same time. Each year NTD has a spring tour and a fall tour, covering much of the United States. NTD's performance troupe for young people is called "The Little Theater of the Deaf." Using body movement, sign language and the spoken word, it brings stories, fables and poems to life in schools, parks, museums, theaters and libraries. INTD also offers workshops, lecture demonstrations, and an acting academy for deaf theater students.

Address: 139 North Main Street
West Hartford, CT 06107

Phone: 860-236-4193 (v/tty)

E-mail: info@ntd.org

Web: www.ntd.org



Northeast Technical Assistance Center (NETAC)

NETAC helps postsecondary institutions improve educational access and enhance postsecondary education opportunities for students who are deaf or hard of hearing. The headquarters of NETAC is located at the National Technical Institute of the Deaf on the campus of Rochester Institute of Technology in Rochester, New York. The University of New Hampshire serves as the host institution for New Hampshire.

Address: ATECH Services
NH Vision/Hearing Network
117 Pleasant Street
Dolloff Building, 2nd floor
Concord, NH 03301

Phone: 603-226-2900

E-mail: cweir@atech.mv.com

Web: www.netac.rit.edu

Oral Deaf Education/OPTION Schools

This foundation offers free materials about oral deaf education for parents, educators, audiologists, speech pathologists, students and medical professionals. There is information about programs and services at private OPTION oral deaf education schools, including where the schools are located.

Address: P.O. Box 50215
Palo Alto, CA 94303-9465

Phone: 877-672-5332

E-mail: through website

Web: www.oraldeafed.com



Professional Benefits Services

This organization offers loss and damage insurance for hearing aids. Contact them for an application or ask your audiologist.

Address: P.O. Box 818
Minneapolis, MN 55440-0818

Phone: none

E-mail: none

Web: none



SEE Center for the Advancement of Deaf Children

This center provides information and referral services for parents and educators on topics related to Deafness and Signing Exact English (SEE).

Address: P.O. Box 1181
Los Alamitos, CA 90720

Phone: 562-430-1467 (v/tty)

E-mail: seecenter@seecenter.org

Web: www.seecenter.org



Service Organizations

The following is a list of different national organizations that may have a hearing aid donation program or who might fund a one-time request for financial assistance. Each organization has its own chapters, so call your local chapter of the organization for more information. Check your local phone listings to find the phone number.

American Legion

Masonic Lodge

Elks Club

Moose Lodge

Kiwanis

Optimist Club

Knights of Columbus

Quota Club

Lions Club

Rotarians

Supplemental Security Income (SSI)

SSI is a federal program funded by general tax revenues. It is designed to help the elderly, blind, and people with disabilities, based on financial need. It provides money to meet basic needs for food, clothing and shelter.

Address: 70 Commercial Street
Concord, NH 03301

Phone: 800-772-1213 (v)

E-mail: none

Web: www.ssa.gov



X. New Hampshire Organizations

DEAF/HOH Empowerment and Advocacy for Families in the Upper Valley

This is an education and support group for all families of children who are deaf or hard of hearing. The group is open to all, regardless of communication methodologies. The general public is welcome to attend the portion of the meeting. The children meet separately for arts and crafts activities or games. The group meets on Sunday afternoon every other month at the Dartmouth-Hitchcock Medical Center. Interpreters are available upon request. Reservations for child care are requested.

Address: c/o CHaD
Boyle Community Pediatrics Program
One Medical Center Drive
Lebanon, NH 03756-0001

Phone: 603-653-1488
802-295-9097

E-mail: Kirsten.Elin@valley.net

Web: none



Family Resource Connection

The Family Resource Connection is a special service of the NH State Library that provides information about raising, caring for and educating children. This includes: information about child care, child development, education, parenting, disabilities and health issues for children, especially young children with special needs. It is a free lending library of books, videos, journal articles and other child-related materials that are mailed with postage-paid return envelopes. It is a statewide information and referral center connecting families with services and programs to meet the needs of their children. It is a free research service with access to current reference resources, state and national library catalogs and electronic databases for literature searches. It is a clearinghouse of brochures, pamphlets and fact sheets put out by private groups, public agencies, and national organizations that serve the needs of children and families.

Toll Free: 800-298-4321 (in NH)

Address: NH State Library
20 Park Street
Concord, NH 03301

Phone: 603 603-271-1188

E-mail: ncristiano@library.state.nh.us

Web: www.state.nh.us/nhsl/frc

Hear in New Hampshire Family Group

The HNH Family Group was formed to provide a positive and supportive environment for parents of deaf/hard of hearing children. The Family Group is neutral. Parents are supported to educate children in the fashion that best suits their family. Members of the group help each other become effective advocates for their children. We share the joys and struggles associated with raising a child who is deaf or hard of hearing. The HNH Family Group holds meetings in a conference room at HEAR in NH School in Hooksett, New Hampshire.

Address: Riverside Park
11 Kimball Drive, Suite 103
Hooksett, NH 03106

Phone: 603-624-4464
1-888-819-HEAR

Email: hnh@hearinnh.org

Web: www.hearinnh.org



HEAR in New Hampshire School

The HEAR in New Hampshire New Hampshire School provides comprehensive auditory oral education and a diagnostic curriculum for young deaf and hard of hearing children. Both hearing and hearing impaired children, 3 to 6 years of age, attend school five mornings a week. The preschool and kindergarten classrooms provide a fun, safe, and supportive learning environment. Activities are designed to develop the skills needed to participate in typical learning and living environments and become independent people in society. HEAR in New Hampshire also supports the families' use of resources to enable their children to function in society.

Address: Riverside Park
11 Kimball Drive, Suite 103
Hooksett, NH 03106

Phone: 603-624-4464
888-819-HEAR

Email: hnh@hearinnh.org

Web: www.hearinnh.org

Manchester School Program for the Deaf

This program serves students from the Manchester School system and surrounding areas. Students attend preschool, elementary school, middle school, and high school classes within the public school system with the assistance of trained teachers of the deaf, educational assistants and interpreter/tutors. The program provides educational and related services to students who have an educationally significant hearing loss. A social worker fluent in English and American Sign Language (ASL) counsels students. Educational services may be provided in the regular classroom or in resource settings based on each individual student's needs and the appropriateness of different settings in meeting those needs. The program uses both ASL and Simultaneous Communication (signs with speech).

Address: Green Acres School
100 Aurore Ave.
Manchester, NH 03109

Phone: 624-6422 (v/tty)

E-mail: none

Web: www.mansd.org/greenacres/
Click: Deaf/Hard of Hearing Program



M.I.C.E Program

The MICE (Multi-Sensory Intervention through Consultation and Education) Program provides specialized services to infants and toddlers (birth to age 3) with visual and/or hearing loss as part of the statewide Family-Centered Early Supports and Services system. Services are usually offered in the family's home. MICE Program services may include: developmental evaluation (with early supports and services staff) with the emphasis on the impact of a visual or hearing impairment on learning and development, consultation and technical assistance to early supports and service teams, and direct services to children and families.

Address: PO Box 2274
Concord, NH 03302-2274

Phone: 603-228-1028

E-mail: MICE@juno.com

Web: none



New Hampshire Association of the Deaf (NHAD)

The New Hampshire Association of the Deaf (NHAD) is a not-profit organization dedicated to the economic, educational, cultural and social welfare of deaf citizens in New Hampshire. NHAD has helped the deaf community by gathering and disseminating information between the National Association of the Deaf and various national organizations serving deaf and hard of hearing people as well as providing valuable assistance relating to economic, educational, cultural and social issues.

Address: PO Box 6297
Manchester, NH 03108-6297

Phone: none

E-mail: through website

Web: www.geocities.com/nhadeaf

New Hampshire Department of Education

Within the Department of Education, the Bureau of Special Education is responsible for the oversight and implementation of educational programs for New Hampshire students with disabilities, ages 3 - 21. Federal statutes and State standards require that students with educational disabilities receive a free appropriate public education (FAPE) in the least restrictive environment (LRE). The Bureau of Special Education is responsible for the oversight and implementation of educational programs for New Hampshire students with disabilities. The Bureau provides technical assistance and support to lawmakers, public and non-public school officials, parents and community members to enhance and ensure the quality of educational services provided to students with disabilities, and strives to assist in the development of quality educational programs for all students.

Citizen's Services Line: 800-339-9900

Address: 101 Pleasant Street
Concord, NH 03301

Phone: 271-3741

E-mail: through website

Web: www.ed.state.nh.us/education/



New Hampshire Early Hearing Detection & Intervention Program

The New Hampshire Early Hearing Detection and Intervention (EHDI) Program is a statewide, family-centered, newborn hearing screening program that screens all newborns for hearing loss by age 1 month, identifies all infants with significant hearing loss by 3 months of age and enrolls them in a program of early intervention by 6 months of age. The EHDI staff: provide training and support for newborn hearing screening for all babies born in New Hampshire, work with audiologists at Pediatric Audiology Diagnostic Centers to assure that infants receive audiologic testing, and work with Family-Centered Early Supports and Services to assure infants are enrolled in appropriate services.

NH Toll Free: 1-800-852-3345, ext. 1037

Address: NH DHHS
Division of Public Health Services
Maternal and Child Health Section
29 Hazen Drive
Concord, NH 03301

Phone: 603-271-1037

E-mail: rfox@dhhs.state.nh.us

Web: none

New Hampshire Family Voices

New Hampshire Family Voices is run by parents of children with special health, developmental, mental health and educational needs. They help families learn to use health and education systems either one-to-one or in groups. Family Voices has condition-specific materials, a lending library and a free quarterly newsletter for families of children with special health care needs and professionals who support them.

NH Toll Free: 800-852-3345, ext. 4525

Address: NH DHHS
Special Medical Services
29 Hazen Drive
Concord, NH 03301

Phone: 603-271-4525

Email: nhfv@yahoo.com

Web: www.nhfv.org



Northeast Deaf and Hard of Hearing Services (NDHHS)

NDHHS is New Hampshire's "one-stop" resource for services specific to the Deaf and Hard of Hearing community and for information about hearing loss. NDHHS can help individuals bridge the communication gap in an effort to enable them to live fuller, more productive and healthier lives. Services offered include: Interpreter or CART Referral, Advocacy, Outreach Programs, Adult Education, Job Development, Communication Access Services, and Equipment and Materials Loan Program.

NH Toll Free: 866-NDHHSNH (634-4764) (tty)
or 800-492-0407 (voice)

Address: Northeast Deaf and Hard
of Hearing Services
125 Airport Road
Concord, NH 03301

Phone: 603-224-0691(tty)
224-1850

Email: info@nhdeaf-nh.org

Web: www.nhdeaf-nh.org

Parent Information Center (PIC)

The Parent Information Center (PIC) helps build strong family/school partnerships. PIC provides information, help in finding resources, support, and educational programs for parents, family members, educators, and the community. PIC is a pioneer in promoting effective parent involvement in the special education process.

NH Toll Free: 800-947-7005

Address: P.O. Box 2405
Concord, NH 03302-2405

Phone: 603-224-7005(v/tty)

E-mail: picinfo@parentinformationcenter.org

Web: www.parentinformationcenter.org



Relay New Hampshire

Relay New Hampshire is a free service that provides full telephone accessibility to people who are deaf, hard of hearing, deaf-blind and speech disabled. This service allows text-telephone (TTY) users to communicate with standard telephone users through specially trained Communications Assistants. All calls are strictly confidential and no records of any conversations are maintained. Users can make calls anywhere in the world, 24 hours a day, 365 days a year with no restrictions on the number, length, or type of calls.

For TTY to voice services: Dial 711 or 800-735-2964

Address: none

Phone: Customer Service 800-676-3777

E-mail: none

Web: www.relaynewhampshire.com



XI. Other Organizations

Aspen Camp School for the Deaf

The Aspen Camp for the Deaf offers educational and recreational opportunities for deaf and hard of hearing young people in a wilderness setting. The camp hosts more than 100 campers, ages 8-18, during one to three-week sessions throughout the summer. Campers develop their self-esteem through a unique blend of special activities, including outdoor recreation, creative expression, computer skills, western heritage and special events. The staff to camper ratio is 1:4. Many staff members are teachers of the Deaf, some are professionals in other fields, and some are hard-of-hearing or profoundly deaf. The campers have varied backgrounds with varying methods and levels of communication. Full and partial scholarships are available.

Address: P O Box 1494
Aspen, CO 81612

Phone: 970-923-2511 (v)
970-923-6609 (tty)

E-mail: camp@acsd.org.

Web: www.acsd.org



Austine School for the Deaf & Hard of Hearing

Austine School, established in 1912, offers a residential and academic school for children ages 3-22 with a focus on educational excellence and the promotion of lifelong learning. The school supplies its students with access to the latest technology and philosophies of Deaf education while the residential program provides a safe and nurturing community environment.

Address: 60 Austine Drive
Brattleboro, VT 05301

Phone: 802-258-9500 (v/tty)
888-254-3323

E-mail: info@austine.pvt.k12.vt.us

Web: www.austine.pvt.k12.vt.us

Austine School - Green Mountain Lions Camp

Collaboration between the Vermont Lions and the Austine School for the Deaf provides a wonderful opportunity for deaf and hard of hearing children and their siblings to experience the pleasure of friendship, the thrill of adventure, and the challenge of learning in the beautiful environment of Southern Vermont. Thanks to the generous efforts of the Vermont Lions, summer cabins have been built on the Austine campus to provide the campers with a true outdoor experience. Each day will be filled with educational opportunities using adventure activities, outdoor education models and environmental studies programs. Children will be supported in effective and successful communication strategies and, at the same time, learn important lessons about themselves.

Address: 60 Austine Dr.
Brattleboro, VT 05301

Phone: 802-258-9502 (v/tty)

E-mail: tami@austine.pvt.k12.vt.us

Web: none



Camp Isola Bella: American School for the Deaf

The camp welcomes deaf and hard of hearing children and youths from all over the country for a wonderful camp experiences in a friendly and sociable place. There are three different sessions (age 6-9, 10-13, and 14-18) with only 48 campers per session. The American School for the Deaf founded this camp in 1964.

Address: 139 North Main St.
West Hartford, CT 06107

Phone: 860-570-2300 (v)
860-570-2222 (tty)

E-mail: steve.borsotti@asd-1817.org

Web: www.asd-1817.org



Camp Mark Seven

Provides a variety of educational and recreational programs for hearing and deaf alike, of all ages. Some program examples are: ASL Immersions, Youth Backpacking and Canoeing, Family Programs.

Address: June to August:
144 Mohawk Hotel Rd.
Old Forge, NY 13420

Phone: 315-357-6089

September to May:
69 Stuyvesant Rd.
Pittsford, NY 14534

Phone: 508-315-5930

E-mail: ExecDir@CampMark7.org

Web: CampMark7.org

Clarke School for the Deaf: Center for Oral Education

Offers educational assessment, planning and resources for children with hearing loss. Audiologic services, including assistive listening devices, residential and day school for preschool through 8th grade are provided. There is a summer program for students ages 9-12 who are hearing impaired. The Mainstream Center provides services to students and school systems throughout the country. Early intervention services include a parent/infant program and a Visiting Infant Program.

Address: Round Hill Rd.
Northampton, MA 01060

Phone: 413-584-3450 (v/tty)

E-mail: info@clarkeschool.org

Web: www.clarkeschool.org



Clarke School East

This is a satellite program of Clarke School for the Deaf, Center for Oral Education, that serves families with young hearing-impaired children. This auditory/oral program offers a preschool, kindergarten, early intervention services, cochlear implant rehabilitation and support to mainstream placements.

Address: 1 Whitman Rd.
Canton, MA 02021-2707

Phone: 781-821-3499 (v)
781-821-3904 (tty)

E-mail: info@clarkeschool.org

Web: www.clarkeschool.org



Clarke School: The Mainstream Center

The Mainstream Center hosts monthly support groups for parents. Families do not need to be affiliated with Clarke to attend. The mission of the support group is to provide a safe place for parents to meet and discuss their experiences, concerns, hopes and ideas as they raise their children and ensure their child's education.

Address: Round Hill Road
Northampton, MA 01060

Phone: 413-582-1121 (v/tty)

E-mail: mainstream@clarkeschool.org

Web: www.clarkeschool.org

Dorothy Ames Trust Fund

A privately funded trust dedicated towards hearing impaired children in New England. Funds are used to purchase hearing aids, auditory trainers, and to teach children to use their own voices. To be considered for funds from the trust, a child must be a resident of Maine, New Hampshire, Vermont, Massachusetts, Connecticut or Rhode Island. Preference is given to any children from North Haven and Maine. Benefits are limited to once per lifetime and some income eligibility guidelines apply. Grants may not be for equipment or services already provided.

Address: Dorothy Ames Trust Fund
Key Trust Company of Maine
PO Box 1054
Augusta, ME 04332 1054

Phone: 207-623-5527

Email: none

Web: none



Gallaudet University Northeast Regional Center

This regional center offers the resources of the national liberal arts university for deaf and hard of hearing people through a partnership with Northern Essex Community College. The Regional Center offers workshops, technical assistance, extension courses and sponsors an Academic Bowl for Deaf and Hard of Hearing Students. States in the northeast region include: Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont.

Address: Northern Essex Community College
100 Elliot Way Haverhill, MA 01830-2399

Phone: 978-556-3701 (v/tty)

e-mail: Gurc.necc@gallaudet.edu

Web: www.necc.mass/gallaudet



John Tracy Clinic

This is an educational clinic for preschool children who are deaf or deaf-blind. The clinic offers free correspondence course in English and in Spanish to parents to help them work with their child at home from infancy to school age. Three-week summer resident programs for parents and children are provided.

Address: 806 West Adams Blvd.
Los Angeles, CA 90007

Phone: 213-748-5481 (v)
213-747-2924 (tty)

E-mail: astokes@jtc.org

Web: www.jtc.org

PACES Program

PACES is part of the American School for the Deaf. It offers educational services to hearing impaired children and adolescents with significant emotional/ behavioral needs. These children generally cannot be appropriately educated with traditional deaf education programs because of their emotional/behavioral needs. Features of the program include academic, vocational, and physical education, affective education, formal and informal counseling, and social and recreational opportunities. Residential placement is possible Monday through Friday during the school year. The program works to provide a structured, supportive, supervised environment using behavioral management techniques and the development of a consistent milieu.

Address: American School for the Deaf
139 North Main St.
West Hartford, CT 06107

Phone: 860-570-2300 (v)
860-570-2222 (tty)

E-mail: info@asd-1817.org

Web: www.asd-1817.org



Vermont Center

The Vermont Center provides family services including: a newsletter, family support, parent to parent networking, educational workshops, community outreach and education, lending library, American Sign Language and Deaf Culture instruction, Deaf Mentoring, social gatherings and shared resources. Family support is offered compassionately and with respect for the diversity of choices families face. Services are available for all families of deaf and hard of hearing children.

Address: 130 Austine Drive
Brattleboro, VT 05301

Phone: 802-258-9502 (v/tty)

E-mail: info@austine.pvt.k12.vt.us

Web: www.austine.pvt.k12.vt.us



Walden School

A residential program providing comprehensive treatment and educational services to deaf youth 8-21 who are challenged by social and emotional difficulties resulting from childhood trauma, mental illness and/or organic dysfunction. School calendar and full year placement options are available. Services include: individual, group and family therapy; milieu treatment with individualized behavioral and treatment plans; full educational services with options for transitioning; social skills and independent living skills training; day and evening nursing services 7 days a week; and full self-contained, secure facility with 24 individual bedrooms.

Address: 848 Central Street
Framingham, MA 01701

Phone: 508-626-8581

E-mail: Inquiries@tlcdeaf.org

Web: www.tlcdeaf.org

WEBSITES FOR PARENTS

A.G. Bell Association

Voice or TTY (202) 337-5220
www.agbell.org

American Tinnitus Association

Voice (800) 634-8978
www.ata.org

Auditory-Verbal International, Inc. (AVI)

Voice (703) 739-1049
TTY (703) 739-0874
www.auditory-verbal.org

(My) Baby's Hearing

Voice 402-498-6749
www.babyhearing.org

Beginnings for Parents of Children Who Are Deaf or Hard of Hearing, Inc.

Voice (919) 850-2746
www.beginningssvcs.com

Hands & Voices

Voice (866) 422-0422
www.handsandvoices.org

Hearing Loss Association of America

Voice (301) 657-2248
TTY (301) 657- 2249
www.hearingloss.org

Kids World Deaf Net

http://clerccenter2.gallaudet.edu/KidsWorldDeafNet/

League for the Hard of Hearing

Voice (917) 305-7700
TTY (917) 305-7999
www.lhh.org

Listen Up!

www.listen-up.org/index.htm

National Association of the Deaf

Voice (301) 587-1788
TTY (301) 587-1789
www.nad.org

National Cued Speech Association

Voice or TTY (800) 459-3529
www.cuedspeech.org

National Information Center on Deafness

Voice (202) 651-5060
TTY (202) 651-5052
www.clerccenter.gallaudet.edu/infotogo/

National Institute on Deafness and Other Communication Disorders (NIDCD)

Voice (301) 496-7243
TTY (301) 402-0252
www.nidcd.nih.gov

Oberkotter Foundation

Voice (877) ORALDEAF
www.oraldeafed.org

Special Education Law and Advocacy

www.wrightslaw.com

WEBSITES FOR PROFESSIONALS

American Academy of Audiology

www.audiology.org

American Academy of Otolaryngology – Head and Neck Surgery

www.entnet.org

American Academy of Pediatrics

www.pediatrics.org

American Speech-Language-Hearing Association (ASHA)

www.asha.org

Boys Town National Research Hospital

www.boystownhospital.org

Conference of Educational Administrators Serving the Deaf and Convention of American Instructors of the Deaf

www.ceasd.org

Deafness Research Foundation

www.drf.org

Joint Committee on Infant Hearing (JCIH)

www.jcih.org

Marion Downs National Center For Newborn Hearing Screening

www.colorado.edu/slhs/mdnc

National Center For Hearing Assessment and Management (NCHAM)

www.infanthearing.org

State Newborn Hearing Programs:

*use the state link on the NCHAM website at
www.infanthearing.org*

Hearing Screening Equipment sites:

*use the equipment link on the NCHAM website
at www.infanthearing.org*

Ski-Hi Institute

www.skihi.org

U.S. DHHS. Public Health Service Center for Disease Control Early Detection and Hearing Intervention (EDHI site)

www.cdc.gov/ncbddd/ehdi/

See all websites listed on previous page:

Websites for Parents

NEW HAMPSHIRE PEDIATRIC AUDIOLOGY DIAGNOSTIC CENTERS

Any infant who does not pass newborn hearing screening should receive diagnostic testing by an audiologist using specialized equipment. The centers on this list have the equipment and personnel available to accurately assess hearing in infants and young children. Test protocols, as recommended by the Joint Commission on Infant Hearing (JCIH) and American Academy of Audiology are followed to ensure accurate diagnosis and appropriate follow-up.

Dartmouth Hitchcock Medical Center

*Audiology Department
One Medical Center Drive
Lebanon, NH 03756
650-8125*

Professional Audiology Center

*62 Portsmouth Avenue
Stratham, NH 03885
800-458-6336*

For an updated list of New Hampshire Pediatric Audiology Diagnostic Centers, please contact the New Hampshire EHDI Program at 800-852-3345, extension 1037.

GLOSSARY

Audiogram: Graph that represents hearing levels in relation to intensity (loudness) and frequency (pitch).

Audiologist: A person who has a master's or doctorate degree and specializes in the assessment and rehabilitation of hearing loss.

Auditory Brainstem Response (ABR, BAER, BSER): An objective measure of auditory sensitivity, in which electrical activity in response to sounds is recorded via sensors placed on the skin.

Bilateral: Refers to both ears.

Clinical Geneticist: A medical doctor specializing in diagnosing and managing patients with genetic conditions.

Cochlea: Part of the inner ear, which contains the sensory mechanism for hearing.

Cochlear Implant: An electromagnetic device, which is surgically implanted and designed to stimulate the cochlea via an electrode array placed in the cochlea.

Conductive hearing loss: Hearing loss, which is caused by a problem in the outer or middle ear.

Deaf Community: A group of people who share common interests, a common heritage and who use ASL to communicate. The Deaf community has people who are both deaf and hearing. The Deaf community may have many opinions on different issues, but they agree on the importance of Deafness as a positive state of being.

Deaf Culture: A view of life that shares certain traditions, beliefs, common identity, artistic expression, experiences and language (ASL) particular to Deaf people.

Decibel: A measure of sound intensity or loudness, abbreviated dB.

Degree of Hearing Loss: Categories describing the ability to hear:

Slight or minimal loss = 16 dB to 25 dB

Mild loss = 26 dB to 40 dB

Moderate loss = 41 dB to 55 dB

Moderate/Severe loss = 56 dB to 70 dB

Severe loss = 71dB to 90 dB

Profound loss = 91dB or more

Earmold: Fits to the external ear and designed to conduct sound from the hearing aid into the ear.

Frequency: Expressed in Hertz (Hz), indicates pitch of sound.

Genetic Counselor: A certified medical professional who provides education, counseling and support to families with known or suspected inherited traits.

Hearing Aid: Electronic amplifying device.

Hearing Aid Dispenser: A person licensed to sell and service hearing aids.

Immittance: Objective measurements of the middle ear system.

Mixed Hearing loss: Affecting outer and or middle ear in combination with an inner ear loss.

Ossicles: Small bones of the middle ear.

Otitis: Inflammation of the ear.

Otoacoustic Emissions (OAE, DPOAE, TEOAE): Inaudible low level sounds produced by the cochlear.

Otolaryngologist: A medical doctor specializing in problems of the ear, nose, and throat. Sometimes referred to as an ENT doctor.

Otologist/ Neurotologist: A medical doctor specializing in problems of the ear.

Ototoxic: Causing damage to the ear, for example, a medication.

Psychologist: A licensed health care professional who evaluates children's social, emotional, behavioral and mental development, and provides behavior management.

Real-Ear Measurements: Objective test of the sound pressure at the eardrum with amplification.

Sensorineural: Hearing loss that results from damage to the inner ear or auditory nerve.

Soundfield: Testing through speakers.

Speech/Language Pathologist: A licensed health care professional who works with anyone with language or speech problems, including children or adults who are deaf or hard of hearing.

Teacher of the Deaf: A teacher trained to work with children who are deaf or hard of hearing.

Tympanometry: Objective measure of eardrum function.

Unilateral: Refers to one ear.

Resource Book For Families With Children Who Are Deaf or Hard of Hearing

John H. Lynch, Governor
State of New Hampshire

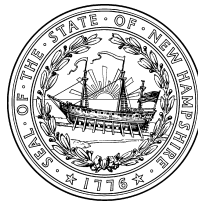
John A. Stephen, Commissioner
Department of Health and Human Services

Mary Ann Cooney, Director
Division of Public Health Services

Lisa Bujno, Chief
Bureau of Community Health Services

Patricia Tilley, Administrator
Maternal and Child Health Section

Ruth Fox, Program Coordinator
Early Hearing Detection and Intervention Program



May 2007

Requests for additional copies should be directed to:

NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Division of Public Health Services

Bureau of Community Health Services

Maternal and Child Health Section

29 Hazen Drive

Concord, NH 03301-6504

603-271-1037 or 1-800-852-3345, ext. 1037

TDD Access 1-800-735-2964